CITY COUNCIL

Pedro "Pete" M. Sanchez, Mayor
Lori Wilson, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Michael A. Segala

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

AGENDA

REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, JUNE 2, 2015
7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE
Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 730)
(Next City Council Res. No. 2 015 – 63)
Next Suisun City Council Acting as Successor Agency Res. No. SA2015 – 01)
(Next Housing Authority Res. No. HA2015 – 03)

ROLL CALL
Council / Board Members
Pledge of Allegiance
Invocation

PUBLIC COMMENT
(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

REPORTS: (Informational items only.)

1. Mayor/Council - Chair/Boardmembers
2. City Manager/Executive Director/Staff

PRESENTATIONS/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).

3. Presentation of Proclamation to Annie Ramos, Proclaiming June 2015 as "Philippine Cultural Month".

4. Introduction and Swearing-in of new Suisun City Police Office Michael Fuentes – (Mattos).

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

5. Council Adoption of Resolution No. 2015-___: Authorizing the Police Chief to Execute a Contract to Receive and Administer Funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways - (Mattos).
6. Council Adoption of Resolution No. 2015-___: Adopting the 14th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriated Retained Earnings to Complete Current Year Projects – (Anderson).

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

7. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on February 3, 2015 (Revised), May 4, 2015, May 5, 2015, May 19, 2015 – (Hobson).

GENERAL BUSINESS

City Council

8. Council Adoption of Resolution No. 2015-___: Authorizing the City Manager to Execute the Lease Agreement between the City of Suisun City and Cepeda Baseball Clubs, Inc. for the Operation and Maintenance of the Lambrecht Sports Complex as a First-Class Competitive Baseball/Softball Sports Facility – (Bragdon).

PUBLIC HEARINGS

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
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ITEM 3

Office of the Mayor

Suisun City, California

Proclamation

WHEREAS, the Filipino-American community comprises 11 percent of the population of Solano County, with many Filipino-Americans residing in the City of Suisun City; and

WHEREAS, June 12, 2015, marks the 117th anniversary of Philippine Independence from Spain, a time to commemorate the Philippines' independence from colonial rule, and for Filipino-Americans, a time to celebrate Filipino heritage and pride and bring Filipino-American communities together; and

WHEREAS, the Philippine Cultural Committee of Vallejo, comprised of more than 20 Filipino-American organizations invites members of the public to a free, outdoor day-long festival popularly called "Pista Sa Nayon", on Saturday, June 6, 2015, from 10 a.m. to 6 p.m. at the Vallejo Waterfront Park; and

WHEREAS, as part of the month-long cultural activities, the Philippine Cultural Committee will celebrate its 29th anniversary of sponsoring the annual "Pista Sa Nayon" event, which consistently draws large crowds to celebrate and experience Philippine culture and traditions with a parade, cultural exhibits, Filipino Martial Arts tournament, food, entertainment for all ages, and, for the first time hold a "Santacruzan" – a historic-religious procession and pageant with youth participants in their traditional Filipino attire; and

WHEREAS, Filipino-Americans have attained professional recognition in the fields of medicine, science, law, education, art and literature, music, business, politics, and competitive sports, and continue to enrich and contribute to the quality of life, growth and progress of Suisun City.

NOW, THEREFORE, BE IT RESOLVED, that I, Pete Sanchez, Mayor of the City of Suisun City, hereby proclaim the month of June 2015, as:

"PHILIPPINE CULTURAL MONTH"

in recognition and celebration of the contributions of the Filipino-American community to the City of Suisun City.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Pete Sanchez, Mayor

ATTEST: April Conn

DATE: May 1, 2015

SUISUN CITY INCORPORATED MAY 4, 1868 SOLANO COUNTY, CALIF.

AGENDA TRANSMITTAL

MEETING DATE: June 2, 2015

CITY AGENDA ITEM: Resolution No. 2015-___: Authorizing the Police Chief to Execute a Contract to Receive and Administer Funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways.

FISCAL IMPACT: Contingent upon final approval of the budget, Suisun City will be awarded grant funds in the amount of $43,753. Suisun City's match is through the contribution of boat tax revenue.

BACKGROUND: Each year the Police Department applies for and receives grant funding from the California Department of Boating and Waterways to cover the majority of the operation of our boating enforcement program. The Police Department has operated a boat patrol program for over 20 years.

STAFF REPORT: Two police sergeants and up to six regular officers are assigned to the patrol boat operation. Throughout the year, the boat patrol is utilized in several events, such as boat races, Fourth of July, launch ramp inspections, harbor patrol, sinking vessels, vessel accidents, search and rescues, stranded boaters and special assistance call outs by the United States Coast Guard and the Solano County Sheriff's Department. The team participates in regional enforcement efforts sponsored by the United States Coast Guard in conjunction with surrounding counties. The team also conducts enforcement operations for the Fleet Week event in San Francisco.

During the 2014-15 fiscal year, the team worked over 356 hours towards boating safety education and enforcement. There were approximately 56 warnings issued and 5 citations. There were 97 compliance inspection/checks completed one search rescue missions. There were 4 persons assisted.

RECOMMENDATION: Council Adoption of Resolution No. 2015-___: Authorizing the Police Chief to Execute a Contract to Receive and Administer Funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways.

ATTACHMENTS:

1. Resolution No. 2015-___: Authorizing the Police Chief to Execute a Contract to Receive and Administer Funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways.

PREPARED BY: Tim Mattos, Police Chief

REVIEWED/APPROVED BY: Suzanne Bragdon, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE POLICE CHIEF TO EXECUTE A CONTRACT TO RECEIVE AND ADMINISTER FUNDING THROUGH THE BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FROM THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS

WHEREAS, the City of Suisun City Police Department is eligible to participate in the Boating Safety and Enforcement Financial Aid Program through the California Department of Boating and Waterways; and

WHEREAS, the Boating Safety and Enforcement Financial Aid Program will provide funding in the amount of $43,753 for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, the City of Suisun City Police Department is required to enter into an annual contract with the California Department of Boating and Waterways in order to participate in the financial aid program.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Police Chief, or his designee, to execute those documents necessary to receive funding through the California Department of Boating and Waterways Boating Safety and Enforcement Financial Aid Program and further authorizes the Police Chief, or his designee, to administer said program.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th of May 2015, by the following vote:

AYES:	Councilmembers	_____
NOES:	Councilmembers	_____
ABSTAIN:	Councilmembers	_____
ABSENT:	Councilmembers	_____

WITNESS my hand and the seal of the City of Suisun City this 19th day of May 2015.

_____
Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: June 2, 2015

CITY AGENDA ITEM: Council Adoption of Resolution No. 2015-__: Adopting the 14th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate Retained Earnings to Complete Current Year Projects.

FISCAL IMPACT: There would be no fiscal impact as the funds are currently available in retained earnings. In the case of the Police Donations Fund, the donations would be used to acquire handheld radios at a cost of about 25% of the normal price, for a savings of $24,000.

BACKGROUND: Two technical budget amendments are being proposed including:

- Appropriating the restricted fund balance in the General Fund for certain load guarantees made by the RDA, so that they may be transferred to the Successor Agency. When the RDA was dissolved, these funds were accounted for in the General Fund. DOF has instructed the City to move them into the Successor Agency Recognized Obligations Fund.
- Appropriating the unrestricted fund balance in the Police Donations Fund to acquire handheld radios.

STAFF REPORT: The movement of the restricted fund balance from the General Fund to the Successor Agency may only be made after the budget is amended to accomplish that transfer. This transfer would not jeopardize the intent of those funds which includes the following:

- A loan payment of from Miller-Sorg of $72,931.50.
- The loan guarantee for the Cast Iron Grill & Bar of $210,993.73.

The transfer would simply account for these amounts into the Successor Agency Recognized Obligations Fund, rather than the General Fund.

The Police Donations Fund has a carryover of about $3,000, as well as a residual of funds donated this year by the Police & Fire Boosters of about $5,100. The total of $8,100 would be used to acquire 16 handheld radios that would be compatible with the SCPD's current system. If these radios were acquired at full price, they would cost over $32,000. The General Fund would avoid these costs, as the Police Donations Fund would be utilized for this acquisition.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2015-__: Adopting the 14th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate Retained Earnings to Complete Current Year Projects.

ATTACHMENTS:

1. Resolution No. 2015-__: Adopting the 14th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate Retained Earnings to Complete Current Year Projects.

PREPARED BY: Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY: Suzanne Bragdon, City Manager

RESOLUTION NO. 2015-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ADOPTING THE 14TH AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2014-46 TO APPROPRIATE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:

THAT Section 010 of Part III of the Annual Appropriation Resolution No. 2014-46 be and is hereby amended as follows:

		Increase/ (Decrease)
TO:	NON-DEPARTMENTAL DEPARTMENT Non-Departmental	$ 283,900
	TOTAL Section 010	$ 283,900

THAT Section 026 of Part III of the Annual Appropriation Resolution No. 2014-46 be and is hereby

		Increase/ (Decrease)
TO:	POLICE DEPARTMENT Police Operations	$ 8,100
	TOTAL Section 026	$ 8,100

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

		Sources	Uses
General Fund			
Revenues:			
A/C No. 010-70101-1910	Retained Earnings	$ 283,900	$ -
Appropriations:			
A/C No. 010-93510-1910	RDA Dissolution Transfer	$ -	$ 283,900
	Total General Fund	$ 283,900	$ 283,900
Police Donations Fund			
Revenues:			
A/C No. 026-70101-2368	Retained Earnings	$ 8,100	$ -
Appropriations:			
A/C No. 026-93410-2368	Operating Contingency	$ -	$ 8,100
	Total Police Donations Fund	$ 8,100	$ 8,100

THAT the purpose is to appropriate funds to complete current projects.

ADOPTED AND PASSED at a regular meeting of the City Council of the City of Suisun City duly held on the 2nd day of June, 2015 by the following vote:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

WITNESS my hand and seal of the said City this 2nd day of June 2015.

Linda Hobson, CMC
City Clerk

MINUTES

REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, FEBRUARY 3, 2015
7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

TELECONFERENCE NOTICE
Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 730)
(Next City Council Res. No. 2015 – 08)
Next Suisun City Council Acting as Successor Agency Res. No. SA2015 – 01)
(Next Housing Authority Res. No. HA2015 – 01)

ROLL CALL

Mayor / Chairman Sanchez called the meeting to order at 7:04 PM with the following Council / Mayor Board Members present: Day, Hudson, Segala, Wilson, and Sanchez.
Pledge of Allegiance was led by Council Member Wilson.
Invocation was given by City Manager Bragdon.

PUBLIC COMMENT

(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

George Guynn expressed concern about Sewer District Board meeting discussions regarding salary increase and rate increase and stated the Dixon City Council was suing the Taxpayers Association for stopping rate increase.

REPORTS: (Informational items only.)

1. Mayor/Council -Chair/Boardmembers

   Council Member Wilson and Hudson reported on sessions attended at CASA Conference.

   Council Member Hudson attended Suisun City Fire Department Crab Feed, Sewer Board meeting, and met with Police Chief Mattos,

   Council Member Segala attended SCFD Crab Feed, Travis Armed Forces Committee, and Travis Consortium.

Mayor Sanchez attended Casa Conference, Oversight Board and Solano Transportation meetings.

2. City Manager/Executive Director/Staff

City Manager Bragdon reported attending the League of California Cities City Manager Conference.

a. Presentation/Update on Unreinforced Masonry Buildings (Kasperson).

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Mayoral Appointments of Council Boards, Commissions and Committees (attached) – (Sanchez)

Mayor Sanchez made the following recommendations:

Bethany Smith, Amit Pal, and Eddrick Osborne for Planning Commission

Jan Davenport and John Pierce for Parks and Recreation

Glen Graves for Mosquito Abatement Commission

Motioned by Council Member Wilson and seconded by Council Member Segala to approve the Mayors recommendations. Motion carried by the following vote:
AYES: Council Members Wilson, Segala, Sanchez
NOES: Council Members Day, Hudson

Deputy City Clerk Skinner gave the Oath of Office to all six commissioners.

Mayor Sanchez made the following recommendations:

~~**Motioned by Mayor Sanchez and seconded by Council Member Segala to: combine five ad hoc committees into one called Project/Economic Development Committee and to appoint Council Members Wilson and Segala to the committee and appoint George Guynn to Oversight Board. Motion carried unanimously by the following roll call vote:**~~
~~**AYES: Council Member Day, Hudson, Segala, Wilson, Sanchez**~~

Motioned by Mayor Sanchez to appoint Council Member Wilson to the Suisun City/FSUSD Joint Committee to replace himself; and

Motioned by Mayor Sanchez and seconded by Council Member Segala to combine ad hoc committees (Main Street West, Proposed Land Uses, Revenue-Based Land Use Model and Economic Development) into one Committee called Project or Economic Development Committee and appoint Council Members Segala and Wilson to the committee. Motion carried unanimously by the following roll call vote:
AYES: Council Member Day, Hudson, Segala, Wilson, Sanchez

Motioned by Council Member Segala and seconded by Council Member Wilson to appoint George Guynn to Oversight Board. Motion carried by the following roll call vote:
AYES: Council Member Hudson, Segala, Wilson, Sanchez
NOES: Council Member Day

7:49 PM – Mayor Sanchez recessed the meeting.
8:05 PM – Mayor Sanchez reconvened the meeting.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

4. Regulation of Smoking During Special Events – (Mattos)
   a. Council Adoption of Ordinance No. 730: Amending Title 12, Chapter 12.12 of the Suisun City Code Regulating the Smoking of Tobacco Products during Special Events in Parks and Recreational Areas (Introduced and reading waived on January 6, 2014).
   b. Council Adoption of Resolution No. 2015-08: Designating Certain Open Spaces as Parks and Recreational Areas.
5. City Council Adoption of Resolution No. 2015-09: Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2015 as Allowed by Chapter 8.04 of the Suisun City Code. – (O'Brien)
6. Council Adoption of Resolution No. 2015-10: Authorizing the City Manager to Execute a Professional Services Agreement on the City's behalf with Pacific Municipal Consultants (PMC) for Planning Services. – (Garben)

Joint City Council / Suisun City Council Acting as Successor Agency

7. Council/Agency Approval of the December 2014 Payroll Warrants in the amount of $380,209.60. Council/Agency Approval of the December 2014 Payable Warrants in the amount of $ 1,029,854.33 – (Finance).

   George Guynn expressed concern about over regulating and enforcement.

   Motioned by Council Member Wilson and seconded by Council Member Day to approve Consent Calendar. Motion carried unanimously by the following roll call vote:
   AYES: Council Members Day, Hudson, Segala, Wilson, Sanchez

GENERAL BUSINESS

City Council

8. Council Adoption of Resolution No. 2015-11: Authorizing the Commencement of the Purchase Process of a Hi-Tech Type 1 Fire Engine from Hi-Tech Fire Apparatus in Oakdale, California, and Authorizing the City Manager to Execute All Documents Needed to Order the Apparatus and to Return to the City Council with Financing Options Prior to Acquiring the Apparatus– (O'Brien)

Motioned by Council Member Day and seconded by Council Member Segala to adopt Resolution No. 2015-11. Motion carried unanimously by the following roll call vote:
AYES: Council Members Day, Hudson, Segala, Wilson, Sanchez

9. Award of Contract for the Walters Road Pavement Repair Project – Phase 2 – (Kasperson)

   a. Council Adoption of Resolution No. 2015- 12: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with MCK Services for the Walters Road Pavement Repair Project – Phase 2

   b. Council Adoption of Resolution No. 2015- 13 Adopting the 6th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate Funds for the Walters Road Pavement Repair Project – Phase 2.

   Motioned by Council Member Day and seconded by Council Member Segala to adopt Resolutions No. 2015-12 and No. 2015-13. Motion carried unanimously by the following roll call vote:
   AYES: Council Members Day, Hudson, Segala, Wilson, Sanchez

10. Council Adoption of Resolution No. 2015-___: Authorizing the City Manager to Negotiate and Execute an Amendment to the Franchise Agreement with Solano Garbage to Provide Citywide Drop-Off Days and Street Sweeping Services. – (Anderson/Kasperson)

    George Guynn suggested City should renegotiate and should never enter into a 25 contract.

    Motioned by Council Member Segala and seconded by Council Member Day to adopt Resolutions No. 2015-14 amended to negotiate the recommended changes and bring back for final approval. Motion carried by the following roll call vote:
    AYES: Council Members Day, Segala, Sanchez
    NOES: Council Members Hudson, Wilson

PUBLIC HEARINGS

None

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 9:56 PM.

_____
Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY

MONDAY, MAY 4, 2015

6:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

TELECONFERENCE NOTICE
Pursuant to Government Code Section 54953, Subdivision (b), the following City Council/Successor Agency meeting includes teleconference participation by:
Mayor Pete Sanchez from 300 Stamper Circle, Suisun City, CA 94585
Council Member Jane Day from 301 Morgan Street, Suisun City, CA 94585

ROLL CALL
Mayor Pro Tem Wilson called the meeting to order at 6:00 PM with the following Council Members present: Day, Hudson, Segala, Wilson.

PUBLIC COMMENT - None
(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

CONFLICT OF INTEREST NOTIFICATION - None
(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CLOSED SESSION
Pursuant to California Government Code section 54950 the City Council / Suisun City Council Acting as Successor Agency will hold a Closed Session for the purpose of:

Joint City Council / Suisun City Council Acting as Successor Agency

1. PERSONNEL MATTERS
   Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager.

6:02 PM – Mayor Pro Tem Wilson recessed the Council to Closed Session

6:05 PM – Mayor Sanchez joined Closed Session by teleconference.

7:48 PM – Council Member Hudson left Closed Session.

8:24 PM – Council Member Day left Closed Session.

CONVENE OPEN SESSION
Announcement of Actions Taken, if any, in Closed Session.

9:31 PM – Mayor Pro Tem reconvened the Council and reported no amendments were made to City Manager Bragdon's contract in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 9:31: PM.

_____

Linda Hobson, CMC
City Clerk

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MINUTES

REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, MAY 5, 2015
7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE
Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority includes teleconference participation by:
Mayor Pro Tem Lori Wilson from 507 Wood Duck Drive, Suisun City, CA 94585
Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585

(Next Ord. No. – 731)
(Next City Council Res. No. 2 015 – 43)
Next Suisun City Council Acting as Successor Agency Res. No. SA2015 – 01)
(Next Housing Authority Res. No. HA2015 – 03)

ROLL CALL
Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with the following Council / Mayor Board Members present: Day, Hudson, Segala, Wilson, and Sanchez.
Pledge of Allegiance was led by Council Member Segala.
Invocation was given by City Manager Bragdon.

PUBLIC COMMENT - None
(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

PRESENTATIONS/APPOINTMENTS -
(Presentations, Awards, Proclamations, Appointments).

1. Presentation of Proclamation to Building and Public Works Department Proclaiming May 2015, as "Building Safety Month".

   Mayor Sanchez read, Council Member Hudson presented the proclamation to Building Official / Public Works Director Kasperson.

2. Presentation of Proclamation to Police Department Proclaiming May 10 - 16, 2015 as "Police Week" and May 15, 2015 "Peace Officers' Memorial Day".

   Mayor Sanchez read, Council Member Segala presented the proclamation to Police Chief Mattos.

3. Presentation of Proclamation to United States Coast Guard Auxiliary Flotilla 53 Representative Proclaiming May 16 - 22, 2015, as "National Safe Boating Week".

   Mayor Sanchez read, Council Member Hudson presented the proclamation to Vice-Commander Michael Hunt.

4. Presentation of Proclamation to Senior Coalition Representatives Lauren Rolfe, Wanda Wallis, Jan Davenport, and Karen Mickens, Proclaiming May 2015 as "Older American's Month".

   Mayor Sanchez read, Council Member Segala presented the proclamation to Barbara Ewing, Judy Calpo, Lauren Rolfe, Jan Davenport, and Wanda Wallis.

REPORTS: (Informational items only.)

5. Mayor/Council - Chair/Boardmembers

   Council Member Hudson reported attending Legislative Action Day and National Federation of Business Owners, Sewer Board meeting and MS Walk on Saturday.

   Council Member Segala reported attending ATOD, EDC Breakfast with Assemblyman Frazier, 25th Relay for Life, and MS Walk.

Mayor Sanchez reported attending the following meetings:

- 4/27 Sewer Board meeting and discussed proposal to let Lystek, a Canadian firm to construct and operate a bio-solids processing plant to convert bio-solids into liquid fertilizer which could potentially bring an annual income of up to $600,000 from rent and sales profit share;
- 4/29 Watched premier showing of "The Raising of America" a one hour documentary on caring for children that emphasized the need for government to support day care services for those who would lead this nation 20 years from now;
- 5/4 Had a board meeting and facilities inspection for Solano Trans Authority in Vallejo with Congressman Thompson and toured the $12 million new transit center and $6 million new transportation shop and training center in Vallejo.

6. City Manager/Executive Director/Staff

   City Manager Bragdon reported Solano Garbage will be having first clean-up date May 16 between 8:00 AM and 12:00 PM located at lot behind US Post Office on Merganser.

   a. Approaches to Homelessness through "Zero Tolerance" - (Mattos).

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

7. Council Adoption of Resolution No. 2015-43: Amending Policy Directives for the Selection of a Nonprofit Organization to Operate the Fourth of July Beer Garden Concession – (Jessop/O'Brien).

8. Initialization of Re-Vote Process for Montebello Vista Maintenance Assessment District – (Kasperson).

a Adopt Resolution No. 2015-44: Adopting the 12th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate Funds for the Montebello Vista District Modification Proc.

b Adopt Resolution No. 2015-45: Initiating Proceedings for a Proposed Increase in Assessments and Inclusion of Additional Property for the Montebello Vista Maintenance Assessment District, the Levy of Annual Assessments Therein and Ordering the Preparation of a Preliminary Engineer's Report.

c Adopt Resolution No. 2015-46: Approving the Assessment District Preliminary Engineer's Report, Declaring its Intention to Increase Assessments and Inclusion of Additional Property for Montebello Vista Maintenance Assessment District and to Provide for the Levy and Collection of Annual Assessments in Said District, Setting a Time and Place for a Public Hearing Thereon and Ordering the Initiation of Assessment Ballot Procedures.

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

9. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 21, 2015. – (Hobson).

Peggy Taylor expressed concern about the 29% of homes in Montebello that do not pay into the Maintenance Assessment District and advised a committee had been formed that would be encouraging neighbors to join MAD and vote for the increase.

Council Member Day asked for Item 7 to be pulled from Consent.

Motioned by Council Member Day and seconded by Mayor Sanchez to approve Consent Calendar Items 8 and 9. Motion carried unanimously by the following roll call vote:
AYES: Council Members Day, Hudson, Segala, Wilson, Sanchez

Item 7

Motioned by Council Member Wilson and seconded by Council Member Segala to adopt Resolution No. 2015-43. Motion carried by the following roll call vote:
AYES: Council Members: Segala, Wilson, Sanchez
NOES: Council Members Day, Hudson

GENERAL BUSINESS: - None

PUBLIC HEARINGS

City Council

10. PUBLIC HEARING: (Continued from April 21, 2015)
2035 General Plan Update and Environmental Impact Report – (Garben/Kearns)

a. Council Adoption of Resolution No. 2015-46: Certifying the Final Environmental Impact Report and Adopting Findings of Fact and a Statement of Overriding Considerations.

b. Council Adoption of Resolution No. 2015-47: Adopting a Comprehensive Update of the Suisun City General Plan.

Mayor Sanchez continued the public hearing and then closed the public hearing.

Motioned by Council Member Segala and seconded by Council Member Wilson to adopt Resolutions No. 2015-46 and No. 2015-47. Motion carried unanimously by the following roll call vote:
AYES: Council Members Day, Hudson, Segala, Wilson, Sanchez

8:29 PM – Council Member Hudson left the Council Chambers.

11. PUBLIC HEARING (Continued from April 21, 2015)
Discussion and Direction Regarding Downtown Waterfront Specific Plan Update "Vision" and "Land Use Alternatives" - (Garben/Kearns)

Mayor Sanchez continued the public hearing.

Gerry Raycraft opposed opening Main Street to Fairfield

Mayor Sanchez closed the public hearing.

Matthew Gerken, of AECOM, suggested taking each Planning District separately.

Planning District A: Gateway from Cordelia; Medium Density single-family homes similar to Old Town & Harbor Park; green space.

Planning District B: Four to six stories, vertical Mixed-Use with housing above retail/service/artisan crafters; public parking garage.

Planning District C: (North) Three to four story condominiums/townhouses; public parking garage.

Planning District C: (South) Three to four story Mixed Use Development above public parking including residential and a mix of other uses (i.e., visitor-serving lodging, retail, service and/or office uses.)

Planning District D: No consensus. Bring back with more information and talk with Fairfield about their approach. Maintain pedestrian/bicycle overpass.

8:57 PM – Council Member Hudson returned.

Planning District E: 1. Boutique grocery, restaurants, independent movie house. Lifestyle Center (i.e. retail, services with entertainment/destination focus). "Big Box" retail. No residential.

Planning District F: Two or three stories, Horizontal Mixed Use (i.e., High-Density Housing and retail/service).

Planning District G: Single-Family Residential.

Planning District H: (West) Three-story Medium-Density "higher end" Residential to maximize water views; extension of public promenade.

Planning District H: (East) Three-story Medium-Density "higher end" Residential to maximize water views; extension of public promenade.

Planning District I: **Mix of restaurants and services catering to those launching vessels; facilities to expand leisure enjoyment of the water (i.e., fishing docks, facilities for non-motorized boat uses, showers, etc.); and extension of public promenade. Lodging also works if destination draw.**

Planning District J: **(North) Full-Service Hotel with Conference/ Meeting Space. Commercial/Office/Retail if supporting above.**

Planning District J: **(South) Medium-Density residential.**

Planning District J: **(Water/North Basin)**

1. **Any of the following: Visitor dock to support non-motorized boating; expand leisure uses of the water, Expansion of Marina Berths, "Boat Lodging."**

Ray Klein gave positive suggestions for several of the Districts.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 9:51PM.

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Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, MAY 19, 2015

5:30 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

TELECONFERENCE NOTICE
Pursuant to Government Code Section 54953, Subdivision (b), the following City Council meeting includes teleconference participation by Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL
Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with the following Council / Mayor Board Members present: Day, Hudson, Wilson, and Sanchez. Council / Board Member Segala was absent.

PUBLIC COMMENT - None
(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

CONFLICT OF INTEREST NOTIFICATION - Nonw
(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

CLOSED SESSION
Pursuant to California Government Code section 54950 the Suisun City Council will hold a Closed Session for the purpose of:

City Council

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
   Pursuant to California Government Code Section 54956.8., the City Council of the City of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.
   - Property Under Negotiation: APN 0174-160-070
   - Agency Negotiator: Suzanne Bragdon, City Manager, Ronald C. Anderson, Jr., Assistant City Manager/Administrative Services, Jason Garben, Development Services Director, Mick Jessop, Recreation and Community Services, Anne Lanphar, Attorney
   - Negotiating Parties: Pacific Infinity/Cepeda Baseball
   - Under Negotiations: Real property terms and payment

2. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
   Significant exposure to litigation pursuant to Government Code Section 54956.9(b): One potential case.

5:32 PM – Mayor Sanchez recessed the Council to Closed Session

CONVENE OPEN SESSION

Announcement of Actions Taken, if any, in Closed Session.

6:45 PM – Mayor Sanchez reconvened the meeting and stated no decisions had been made in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 6:45 PM.

_____

Linda Hobson, CMC
City Clerk

MINUTES

REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, MAY 19, 2015
7:00 P.M.

SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

NOTICE
Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL
Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with the following Council / Mayor Board Members present: Day, Hudson, Wilson, and Sanchez. Council / Board Member Segala was absent.
Pledge of Allegiance was led by Council Member Hudson.
Invocation was given by City Manager Bragdon.

PUBLIC COMMENT
(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).

REPORTS: (Informational items only.)

1. Mayor/Council - Chair/Boardmembers

   Council / Board Member Day thanked Fire Department for enforcing weed abatement; welcomed Commander White; commented the Plaza was being used a lot; and reported Cordelia Road was finally open.

   Council / Board Member Hudson reported attending a Homeless Veterans event and Armed Forces Day.

   Mayor / Chairman Sanchez reported attending the Scholastic Award for Fairfield-Suisun School District; Solano Transportation where discussion was held about a sales tax initiative of 1/2 % to fix local streets; and Senior Legacy Awards in Vallejo.

2. City Manager/Executive Director/Staff

   a. Traffic Committee Report May 19, 2015 - (O'Brien)

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Introduction and Swearing-in of new Suisun City Police Commander Andrew White– (Mattos).

   Police Chief Mattos introduced Commander White and City Clerk Hobson gave the Oath of Office.

7:10 PM - Mayor Sanchez recessed the Council to have refreshments.

7:25 PM – Mayor Sanchez reconvened the meeting. Presentation of Proclamation to Building and Public Works Department Proclaiming May 10 - 17, 2015 as "Public Works Week".

Mayor Sanchez read and Council Member Wilson presented the Proclamation to Building Official / Public Works Director Kasperson.

4. Presentation by Nathaniel Atherstone, Transportation Manager, Fairfield and Suisun Transit (FAST) Regarding FAST Route Changes Related to Walmart.

CONSENT CALENDAR

Consent calendar items requiring little or no discussion may be acted upon with one motion.

City Council

5. Council Adoption of Resolution No. 2015-49: Authorizing the City Manager to Execute a Memorandum of Understanding with Rising Sun Energy Center for Its California Youth Energy Services (CYES) Program – (Kasperson).
6. Council Adoption of Resolution No. 2015-50: Adopting the 13th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate a Donation Made by the Suisun City Police and Fire Boosters to the Fire Department for Remodeling the Kitchen and Bathroom at the Fire Station – (O'Brien).
7. Council Adoption of Resolution No. 2015-51: Initiating Proceedings, Preliminarily Approving the Annual Engineer's Reports, and Declaring Its Intention to Levy and Collect Assessments for the Suisun City Maintenance Assessment Districts for Fiscal Year 2015-16 – (Kasperson).
8. Initiate and Provide Intent to the Levy and Collection of Assessments for the Parking Benefit Assessment District – (Kasperson).
   a. Council Adoption of Resolution No. 2015-52: Initiating Proceedings for the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2015-16
   b. Council Adoption of Resolution No. 2015-53: Declaring Its Intention to Order Assessments for a Previously Approved Benefit Assessment District Pursuant to the Benefit Assessment Act of 1982, Preliminary Approving an Engineer's Report in Connection with Such District and Appointing a Time and Place for the Comment (Public Hearing) on the Engineer's Report for Fiscal Year 2015-16
9. Council Adoption of Resolution No. 2015-54: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with St Francis Electric for the Walters Road and Pintail Drive Traffic Signal Project – (Kasperson).

10. Council Adoption of Resolution No. 2015-55: Authorizing the City Manager to Execute a Professional Services Agreement on the City's Behalf with Athens Administrators for Workers' Compensation Claims Administration Services – (Anderson).

11. Council Adoption of Resolution No. 2015-56: Adopting Terms and Conditions for Reimbursements for Suisun City Fire Department Mutual Aid Responses under the California Fire Assistance Agreement – (O'Brien).

12. Council Adoption of Resolution No. 2015-57: Joining with Solano County to Recognize and Commemorate the Eight Solano County Residents Who Have Lost Their Lives Since September 11, 2001 in the Global War on Terror – (Bragdon).

Joint City Council / Suisun City Council Acting as Successor Agency/Housing Authority

13. Council/Agency Authority Accept the Investment Report for the Quarter Ending March 31, 2015 – (Anderson).

Joint City Council / Suisun City Council Acting as Successor Agency

14. Council/Agency Approval of the April 2015 Payroll Warrants in the amount of $348,350.23. Council/Agency Approval of the April 2015 Payable Warrants in the amount of $640,360.25 – (Finance).

Motioned by Council Member Wilson and seconded by Council Member Day to approve Consent Calendar. Motion carried unanimously by the members present by the following roll call vote:
AYES: Council Members Day, Hudson, Wilson, Sanchez
ABSENT: Council Member Segala

GENERAL BUSINESS

15. Establishment of an Industrial Land Use Category for the Community Facilities District – (Anderson).

    a. Council Adoption of Resolution No. 2015-58: Approving Amended and Restated Local Goals and Policies Concerning Use of Mello-Roos Community Facilities Act of 1982; and

    b. Council Adoption of Resolution No. 2015-59: Accepting a Petition from Four Seasons Self Storage and Determining that the Special Tax shall not be Levied on Certain Property; and

    c. Council Adoption of Resolution No. 2015-60: Adopting a Resolution of Intention to Establish a Community Facilities District.

Motioned by Council Member Day and seconded by Council Member Wilson to adopt Resolutions No. 2015-58, No. 2015-59 and No 2015-60. Motion carried unanimously by the members present by the following roll call vote:
AYES: Council Members: Day, Hudson, Wilson, Sanchez
ABSENT: Council Members Segala

PUBLIC HEARINGS

City Council

16. PUBLIC HEARING: 2015-2023 Housing Element Update – (Kearns/Garben)

a. Council Adoption of Resolution No. 2015-61: Adopting an Initial Study/Negative Declaration for the 2015-2023 Housing Element Update.

b. Council Adoption of Resolution No. 2015-62: Adopting the 2015-2023 Housing Element Update.

Mayor Sanchez opened the public hearing. Hearing no comments, Mayor Sanchez closed the public hearing.
Motioned by Council Member Wilson and seconded by Council Member Hudson to adopt Resolutions No. 2015-61, and No 2015-62. Motion carried unanimously by the members present by the following roll call vote:
AYES: Council Members: Day, Hudson, Wilson, Sanchez
ABSENT: Council Members Segala

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 8:11 PM.

_____
Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: June 2, 2015

CITY AGENDA ITEM: Council Adoption of Resolution No. 2015-__: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Cepeda Baseball Clubs, Inc. for the Operation and Maintenance of the Lambrecht Sports Complex as a First Class Competitive Baseball/Softball Sports Facility.

FISCAL IMPACT: This action will have a positive impact on the City. Rental income will range from $15,000 in Year 1 to over $88,000 in Year 10. The City will realize the "avoidance of costs" in the range of $60,000 to $70,000 which is the net cost of maintaining the fields less the revenue generated from Adult Softball Leagues, an activity which has been steadily declining over the last few years.

Additionally, the City will realize additional Transient Occupancy Taxes (and to a lesser degree, sales taxes) based on the number of people that will be drawn to the facility for multi-day tournament play through-out the year. Assuming one tournament consisting of 16 teams/15 players per team and 100 spectators, which results in 340 people, and the assumption that this translates into the rental of 75 rooms for Friday and Saturday nights in Suisun City, $25,000 in TOT annual revenue would be generated. The minimum performance standard under the Lease is two tournaments per month, though more tournaments and other special events are anticipated. However, assuming the two tournament minimum, potentially $50,000 in additional TOT revenue should be generated each year.

BACKGROUND: Cepeda Baseball Clubs, Inc. ("Cepeda Baseball") approached the City in 2014 with the concept of leasing the Lambrecht Sports Complex ("Complex") and turning it into a first class competitive baseball/softball sports facility. Programming will include tournament play as well as operating open competitive camps, competitions, clinics, special events and training programs. Cepeda Baseball, at its sole expense, will make improvements and upgrades to the Complex so that the first class facilities and quality programming and training reflect proudly on the Cepeda name.

In addition to needed upgrades to existing facilities (such as lighting, stands, scoreboards, dugouts uplift and drainage/irrigation), new improvements will include indoor and outdoor cages, merchant booths and renovation of existing snack bar into a sports bar to include food and alcohol beverage service.

The Little League currently operates and maintains four fields at the Complex under a separate agreement with the City of Suisun City. The Lease Agreement between the City of Suisun City and Cepeda Baseball ("Lease") does not change this arrangement but rather requires cooperation between the Little League and Cepeda. However, to maximize the viability of the Complex and overall level of programming proposed under the Lease, Cepeda Baseball has entered into a separate agreement directly with the Little League for the use of their fields for programming when these fields are not in use by the Little League. A copy of the Little League Agreements with the City and Cepeda Baseball are attached for reference.

PREPARED BY: Suzanne Bragdon, City Manager/
Mick Jessop, Recreations and Community Services

REVIEWED/APPROVED BY: Suzanne Bragdon, City Manager

Finally, other programs coordinated by the City, such as Junior Giants, that have been able to use the fields at the Complex because other uses of the facility have been on the decline, will still be served and coordinated by the City, but at its other parks and facilities. Furthermore, if the Adult Leagues recover in the future and are financially viable, Cepeda Baseball will include such play within their programming.

City staff, Cepeda Baseball and their respective legal counsel have worked hard over the last many, many months to develop a proposal that is financially viable for both parties, supports the Little League's interests to grow and expand their program, and meets the City's interests of promoting projects and development that increase the draw of people from outside the area as part of our ongoing economic development efforts.

STAFF REPORT: The key components of the proposed Lease Agreement between the City of Suisun City and Cepeda Baseball Clubs, Inc. are summarized in the following table. The complete Lease Agreement between the parties is attached.

SUMMARY OF TERMS LEASE AGREEMENT BETWEEN CEPEDA BASEBALL AND SUISUN CITY	
PROPERTY:	Lambrecht Sports Complex commonly known as 4489 Petersen Road, Suisun City (APN 0174-160-070) including the 8 baseball & softball fields with lights, concession stand, parking and other improvements located thereon as of the Commencement Date **BUT** excluding the City maintenance facilities located at the southeast corner (**"City Yard"**). The north section is subject to two federal easements limiting development and use but Tenant may use that area to the extent consistent with the easements. Tenant shall accept the Property in as-is condition without any representation or warranty.
USE:	Operation of a first class competitive baseball/softball sports facility to provide certain baseball programs (including adult and children leagues) to the City's citizens (as summarized below) as well as operating open competitive camps, competitions, clinics, events and training programs. Tenant shall also have the right to conduct occasional special events and to operate a sports bar and other retail operations. Tenant shall not use the Property for any other use without the prior written consent of the City.
COMMENCEMENT DATE:	Upon the execution and delivery of a final written lease after formal approval by the City Council.
INITIAL LEASE TERM:	5 years.
RENTAL RATE AND ESCALATIONS DURING INITIAL LEASE TERM:	The Lease shall be on a triple net basis. Rent for Initial Term: Lease Year during Initial Term — Annual Rent 1 — $ 15,000 2 — $ 60,000 3 — $ 63,000 4 — $ 66,150 5 — $ 69,500 The annual rent for the first year shall be paid in full on the Commencement Date and thereafter during the Initial Term the full annual rent shall be paid on the anniversary of the Commencement Date.

SUMMARY OF TERMS

LEASE AGREEMENT BETWEEN CEPEDA BASEBALL AND SUISUN CITY

OPTIONS TO EXTEND:

First Option to Extend: Provided Tenant has (a) not been in Default* under the Lease at any time during the then existing lease term, (b) not been Late** in rent payment during the then existing lease term more than one time, and (c) duly constructed all required improvements in accordance with the time and in the manner specified, Tenant shall have an option to extend the Lease for an additional five (5) year period (**"First Option to Extend"**). Tenant shall exercise the option to extend by providing exercise notice to the City at least nine (9) months prior to the expiration of the then existing lease term.

Additional Options to Extend: Provided Tenant has (a) previously exercised the First Option to Extend; (b) not been in Default under the Lease at any time during the then existing lease term; (c) not been Late in rent payment more than one time during the then existing lease term, and (d) duly constructed all Improvements (defined in IMPROVEMENTS BY TENANT below) in accordance with specified requirements, Tenant shall have six (6) additional options to extend the Lease each for an additional five (5) year period.

Exercise of each additional option period shall be conditioned on Tenant (i) not having been in Default under the lease during the then existing lease term; and (ii) not been Late in rent payment more than one time during the then existing lease term. Tenant may exercise each option by providing exercise notice to the City at least nine (9) months prior to the expiration of the then existing lease term. However, the Third Option to Extend may only be exercised if Tenant has constructed Optional Additional Improvcments (as defined below under "Improvements by Tenant").

All options to extend must be exercised consecutively.

***"Default"** will be defined in the Lease and will provide that Tenant shall not be in default until failing to cure (a) after 5 days written notice of any monetary breach; and (b) 30 days written notice of any non-monetary curable breach.

****"Late"** will be defined in the Lease as the rent not paid within 3 days of the due date.

RENT FOR OPTION PERIODS:

First Option to Extend (Lease Years 6-10): Rent during the First Option Period (Lease years 6-10) shall be as follows:

Lease Year of First Extended Term	Annual Rent	Quarterly Rent
1 (Lease year 6)	$72,930	$ 18,232.50
2 (Lease year 7)	$76,577	$ 19,144.25
3 (Lease year 8)	$80,406	$ 20,101.50
4 (Lease year 9)	$84,426	$ 21,106.50
5 (Lease year 10)	$88,647	$ 22,161.75

Tenant shall pay rent in quarterly intervals.

Additional Options to Extend: The rent during the first year of each option period (other than the First Option to Extend) shall be:

	Rent for 2nd, 4th and 6th Option Periods: At the commencement of the 2nd, 4th & 6th option periods, rent shall be adjusted to fair market rental value as determined by the process defined in Exhibit C attached to the Lease which provides the process for appointing the appraiser, etc. modified to provide that the appraisal shall be subject to the existing use of the Property. During each year of the extended option term, the rent shall increase annually by 3% which increase shall commence on the first anniversary date of applicable option period. Tenant shall pay rent in quarterly intervals. **Rent for 3rd, 5th & 7th Option Periods:** Rent shall be increased annually by 3%. During each year of the extended option term, the rent shall increase by 3% which increase shall commence on the first anniversary date of option period. Tenant shall pay rent in quarterly intervals.
REAL PROPERTY TAXES:	Prior to delinquency, Tenant shall pay all real property taxes, if any, assessed on Tenant's possessory interest in the Property.
UTILITIES:	Tenant shall be solely responsible for all utilities to the Property including, but not limited to, water, gas, electric, garbage removal, etc.
IMPROVEMENTS BY TENANT:	**Mandatory Improvements:** As a material part of the consideration for the lease, Tenant shall, at its sole cost and expense, construct the improvements specified on Exhibit E of agreement in the time and manner specified. **Optional Additional Improvements:** The parties agree to an ENA process (under specific conditions) if the Tenant is interested in expanding the Lease to include the City Yard. If an agreement can be reached to expand the operation at no net cost to the City, the type and cost for additional improvements will also be determined through this process ("Optional Additional Improvements"). **Limitations:** Tenant shall not make any other modifications or improvements to the Property without the City's prior written consent which consent may be withheld or conditioned in the City's discretion.
TENANT MAINTENANCE OBLIGATIONS:	Tenant, at Tenant's sole cost and expense, shall maintain the Property in good condition and operation as a top notch competitive baseball/softball facility in order to attract "Super Stars & Hall of Famers" (eg. Orlando Cepeda; Willie Mays; Willie McCovey; Buster Posey; Pablo Sandoval; Angel Pagan; Dusty Baker; Barry Bonds.). The mandatory maintenance standards are summarized on Exhibit F of Lease, which shall be reviewed and mutually updated in writing by Tenant and City on a bi-annual basis.
TENANT PROGRAM OBLIGATIONS:	As a material part of the consideration for the lease, Tenant shall operate the programs specified in the **USE** section above and summarized on Exhibit D of the Lease. Tenant shall diligently promote and advertise the programs.
LITTLE LEAGUE	Financial arrangements between Tenant and Suisun American Little League have been agreed to in a separate written agreement which includes Tenant's offset by 50% of current debt service payments by Suisun Little League to the City ("Little League Agreement"). Tenant likewise is guaranteeing Suisun Little League an amount equivalent to "average net profit" for two years from

SUMMARY OF TERMS LEASE AGREEMENT BETWEEN CEPEDA BASEBALL AND SUISUN CITY	
	concessions stand operations (whether Tenant or Little League operates concessions.) The Little League Agreement is attached to the staff report. An Operational and scheduling coordination process between the Little League and Tenant is included in Exhibit B of the Lease. Tenant is also obligated to work with the local hotel and businesses to maximize the use of local facilities by visitors.
SIGNAGE:	Tenant, at its cost, shall have the right to install a sign for identification of the Property. The form and materials for the sign shall be mutually agreeable to the parties and shall comply with all applicable City codes.
SALE OF PROPERTY & ENA	Tenant may, at any time, present the city with an offer to purchase the Property which the City can consider. The parties shall not be legally bound until a purchase and sale agreement is executed by both parties after approval by the City Council. If, at any time during the term of the Lease, City, in its sole discretion, elects to make the Property available for sale, City shall provide written notice (**"City's Notice"**) to Tenant that it intends to sell the Property and include City's standard Exclusive Negotiation Agreement. If Tenant is interested in purchasing the Property, the parties shall enter into the ENA which shall provide a period of 120 days for the parties to negotiate for the sale of the Property. If Tenant does not execute and return the ENA within 15 business days, City may publicly offer the Property for sale free from any rights of Tenant. Even if Tenant does not execute the ENA, Tenant may subsequently submit an offer.
RENT SECURITY DEPOSIT:	$30,000 which shall be paid to City at the Commencement Date. At the commencement of each extended option term, Tenant shall pay the City any additional sum necessary so that the security deposit is the greater of: (a) the existing security deposit amount, or (b) the amount equal to the first six (6) month's rent of the extended term.
INSURANCE:	Tenant shall maintain such insurance policies as reasonably required by City from time to time from insurers qualified to do business in California with a Best's rating of not less than A. The initial minimum amount of liability insurance shall be $1M. City shall be an additional named insured. Copies of all policies shall be provided to City.
SPECIAL EVENTS AND PARKING:	Tenant shall have the right to use the parking at the Property for the programs at the Property. However, if Tenant intends to conduct a special event at the Property, Tenant shall work with the City to specify additional parking requirements and a solution for such additional parking reasonably acceptable to both parties. All special events at the Property will require Tenant, at Tenant's cost, to comply with all city requirements to accommodate and facilitate crowds including, but not limited to, permits, temporary parking, police services, port-a-potties, hand-washing centers, etc.
ASSIGNMENT/ SUBLEASE:	Tenant may not sublease the Property or assign the lease, in whole or in part, without City's prior consent. City shall not unreasonably withhold such consent provided the assignee or subleasee is financially viable entity with experience necessary to operate the Property as required by the Lease. Tenant

SUMMARY OF TERMS LEASE AGREEMENT BETWEEN CEPEDA BASEBALL AND SUISUN CITY	
	shall provide reasonably detailed financial information regarding the proposed assignee or sublessee sufficient for City to make a determination of financial viability. If Tenant is an entity, any transfer of the ownership interests therein shall constitute a transfer. Tenant shall have the right to allow vendors to set up temporary facilities to sell baseball-related materials and merchandise. However, all such sales shall be conducted as point of sale so that the City is entitled to the sales tax revenue under state law.
NO BROKER COMPENSATION:	Neither party has nor shall engage or work with a real estate broker with respect to this transaction. The Lease shall provide for a mutual indemnity regarding same.
EXPANSION OF LEASE TO INCLUDE CITY YARD:	Provided Tenant has not been in Default or Breach at any time, Tenant may elect to enter into a period of 120 days of exclusive negotiation pursuant to the City's standard Exclusive Negotiation Agreement to extend the Lease to include the City Yard recognizing that the Tenant understands that there cannot be any net cost to the City for the relocation of the City Yard. Concurrently the negotiations will also define the Optional Tenant Improvements to be constructed by Tenant on the City Yard property.
RIGHT TO TERMINATE EARLY	If hazardous materials are found on the Property which were not caused by Tenant and the cost of remediation exceeds $50,000, Tenant must notify the City. City is not obligated to remediate but may elect to do so. If City elects to not remediate, it is obligated to notify Tenant who may elect to remediate or to terminate the Lease.

The Lease Agreement is attached to this Staff Report. The Exhibits to the Lease Agreement include the following information:

- Exhibit A – Property Description
- Exhibit A-1 – Depiction of Open Area, Park and City Yard
- Exhibit B – Cooperation Process with Suisun American Little League
- Exhibit C – Fair Market Rent Determination Process
- Exhibit D – Mandatory Programs
- Exhibit E-1 – Mandatory Tenant Improvements
- Exhibit E-2 – Optional Tenant Improvements
- Exhibit F – Tenant Maintenance Obligations

A first class competitive baseball/softball sports complex, as contemplated through the Lease Agreement, is a type of development that cities throughout California compete to bring to their communities. The community is fortunate that Orlando Cepeda and his family have roots in the City of Suisun City.

RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2015-__: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Cepeda Baseball Clubs, Inc. for the Operation and Maintenance of the Lambrecht Sports Complex as a First Class Competitive Baseball/Softball Sports Facility.

ATTACHMENTS:

1. Resolution No. 2015-__: Authorizing the City Manager to Execute the Lease Agreement Between the City of Suisun City and Cepeda Baseball Clubs, Inc. for the Operation and Maintenance of the Lambrecht Sports Complex as a First Class Competitive Baseball/Softball Sports Facility.

2. Proposed Lease Agreement Between the City of Suisun City and Cepeda Baseball Clubs, Inc. for the Operation and Maintenance of the Lambrecht Sports Complex.

3. Existing Agreement between the Suisun American Little League and the City of Suisun City.

4. Agreement between Cepeda Baseball Clubs, Inc. and the Suisun American Little League relative to the terms and conditions for use and maintenance of the Little League's fields when not in use by the Suisun American Little League.

RESOLUTION NO. 2015 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND CEPEDA BASEBALL CLUBS, INC. FOR OPERATION AND MAINTENANCE OF LAMBRECHT SPORTS COMPLEX AS A FIRST-CLASS COMPETITIVE BASEBALL/SOFTBALL SPORTS FACILITY

WHEREAS, Cepeda Baseball Clubs, Inc. approached the City in 2014 with the concept of leasing the Lambrecht Sports Complex and turning it into a first-class competitive baseball/softball sports facility; and

WHEREAS, Programming will include tournament play, as well as operating open competitive camps, competitions, clinics, special events, and training programs; and

WHEREAS, Improvements and upgrades to the Complex will be made at the sole expense of Cepeda Baseball Clubs, Inc., so that the facility is reflective of expectations of a Complex, as well as a level of programming and training, which are tied to the Cepeda name; and

WHEREAS, In addition to upgrades to existing facilities as needed, such as lighting, grandstands, scoreboards, dugouts, uplift and drainage/irrigation; new improvements will include indoor and outdoor cages, merchant booths, and renovation of existing snack bar into a sports bar to include food and alcohol beverage service; and

WHEREAS, Cepeda Baseball Clubs, Inc. has entered into a separate agreement with the Little League for the use of their fields for programming when these fields are not in use by the Little League; and

WHEREAS, City staff, Cepeda Baseball, and involved legal counsel from both sides have worked hard over the last many, many months to bring forward a proposal that is financially viable for both parties, supports the Suisun Little League's interests to grow and expand its program, and meets the City's interests of promoting projects and development that increase the draw of people from outside the area as part of our ongoing economic development efforts.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute the lease agreement with Cepeda Baseball Clubs, Inc. and further authorizes the City Manager to take all actions necessary to implement the lease.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd of June 2015, by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers:	_____
ABSENT:	Councilmembers:	_____
ABSTAIN:	Councilmembers:	_____

WITNESS my hand and the seal of the City of Suisun City this 2nd of June, 2015.

_____
Linda Hobson, CMC
City Clerk

LEASE AGREEMENT

by and between

CITY OF SUISUN CITY,
a municipal corporation

as Landlord

and

CEPEDA BASEBALL CLUBS, INC.,
a California corporation

as Tenant

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LEASE AGREEMENT

This Lease Agreement is entered into as of _____, 2015 ("**Lease Date**") by and between the CITY OF SUISUN CITY, a municipal corporation ("**Landlord**") and CEPEDA BASEBALL CLUBS, INC., a California corporation ("**Tenant**"). Landlord and Tenant are referred to jointly herein as the "**Parties**," or individually as a "**Party**").

RECITALS:

A. Landlord is the owner of certain improved land located in City of Suisun City ("**City**"), County of Solano, California, and more particularly described in attached Exhibit A ("**Property**").

B. The Property has three (3) separate sections: (i) the sports park commonly known as "Lambrecht Sports Park" located 4489 Petersen Road, Suisun City which is improved with eight (8) baseball diamonds, snack bar, restrooms, parking and other amenities ("**Park**"); (ii) the undeveloped restricted use area north of the Park ("**Mandatory Open Area**"); and (iii) the City maintenance yard improved with buildings and parking area located in the southeast portion of the Property ("**City Yard**"). The Park, Mandatory Open Area and City Yard are each depicted on attached Exhibit A-1.

C. With respect to the Park, Landlord previously entered into that certain Lease Agreement dated September 1, 1991 with the Suisun American Little League, a California non-profit public benefit corporation ("**Little League**") which was amended by that certain Amendment to Lease Agreement approved by the City Council on February 20, 2007 ("**Little League Lease**").

D. On the terms and conditions in this Lease and reserving the right to perform the Little League Lease, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Park and the Mandatory Open Area.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Premises.

1.1. Letting. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Park and the Mandatory Open Area ("**Premises**"), subject to the Little League Lease, for the Term, at the rental, and upon all of the terms, covenants, and conditions set forth in this Lease. The Premises may be expanded to add the Mandatory Open Area in accordance with Section 1.3. The City Yard is not part of the Premises and are not subject to the terms of this Lease.

Landlord reserves the right to use the Park for the performance of the Little League Lease although Landlord will work with Tenant with respect to such performance obligations in accordance with the Cooperation Process outlined in Exhibit B.

Landlord shall not amend or modify the Little League Lease without the written consent of Tenant. Tenant has received a copy of the Little League Lease.

1.2. Condition of Premises.

1.2.1. Disclosure. Tenant is advised as follows: (i) the Premises has not undergone an inspection by a certified accessibility specialist as defined in Civil Code Section 1938; (ii) the Premises is located adjacent to Travis Air Force Base; and (iii) the Mandatory Open Area is subject to the following restrictions (jointly "**Restricted Area Easements**"):

i. Restrictive Easement for Safety Area dated August 9, 1954 and recorded on September 20, 1954 as Instrument No. 14387 in Book 731 at Page 552 in the Official Records of Solano County, State of California.

ii. Easement Deed dated November 6, 1990 and recorded on December 31, 1990 as Instrument No. 900101329 in the Official Records of Solano County, State of California.

1.2.2. Condition of Premises. As a material inducement to the execution and delivery of this Lease by Landlord and the performance by Landlord of its duties and obligations hereunder, Tenant acknowledges, represents, warrants and covenants, to and with Landlord, that: (a) Except as otherwise provided in Section 4.3, Tenant is leasing the Premises in an "AS-IS" condition, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, as of the date hereof with respect to any facts, circumstances, defects and conditions including Hazardous Substances (as defined in Section 4.3 below); (b) Tenant has accepted the Premises subject to any and all covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, and easements affecting the Premises, whether of record or not; (c) except as expressly set forth herein, Landlord has no obligation to repair or correct any such circumstances, defects or conditions, including, but not limited to, the operating condition of the sports facilities, fields, lighting, scoreboards, fences, buildings, structural elements, plumbing, sprinkler system, electrical system, signs, driveways, parking lots, on the Premises, or compensate Tenant for same; (d) Tenant has had ample opportunity to investigate, inspect, examine and evaluate the Premises, and based upon the foregoing, Tenant is and will be relying strictly and solely upon such investigations, inspections, examinations, evaluations and title information and the advice of its own agents, contractors and advisors; (e) neither Landlord nor any of its representatives, employees or agents have made any representation, warranty or covenant whatsoever, direct or indirect, oral or written, express or implied, to Tenant or any agent of Tenant with respect to (i) all or any part of the Premises, (ii) any documents, reports, surveys, analysis, evaluations, or other materials relating to the Premises whether or not provided by Landlord or any of its officials, employees, consultants or agents. Tenant is accepting the Premises AS-IS condition and shall have no right to seek damages or any other remedy against Landlord except that with respect to any Hazardous Substances

subsequently discovered on the Premises, Tenant shall the right to terminate this Lease in accordance with Section 4.6.

1.3. Expansion of Premises to Include City Yard & Optional Tenant Improvements. Provided Tenant has not been in Default or Breach (as those terms are defined in Section 12) at any time, Tenant may elect to enter into a period of one hundred twenty (120) days of exclusive negotiation with Landlord to (i) extend this Lease to include the City Yard with the understanding that Tenant shall be responsible to relocate the City's facilities at its cost, **and** (ii) define the additional improvements that Tenant desires to construct ("**Tenant Optional Improvements**") by providing written notice to Landlord of its election under this Section 1.3 ("**ENA Notice**"). Within fifteen (15) business days of receipt of Tenant's ENA Notice, Landlord shall deliver to Tenant its standard non-binding form of exclusive negotiation agreement ("**ENA**"). Tenant may, in its sole discretion, execute the ENA and return same to Landlord within fifteen (15) business days of receipt of the Notice. If Tenant does not execute and return the ENA within the time specified, the right under this Section 1.3 shall cease and terminate. If Tenant does execute and return the ENA in the time specified, the ENA shall become effective. Upon a sale of the Premises by Landlord to a third party (after compliance with Section 43), this section shall cease to be effective, it being understood that this provision shall only apply to the original Landlord.

1.4. Right to Terminate Mandatory Open Area. Provided Tenant has not been in Default or Breach (as those terms are defined in Section 12) under this Lease at any time, Tenant may elect, in its sole discretion, to terminate this Lease as the Mandatory Open Area upon written notice to Landlord. If Tenants elects to exercise this right, the Parties shall execute and acknowledge an amendment to this Lease and the Memorandum of Lease (defined in Section 23) to reflect such termination.

2. Term; Options to Extend.

2.1. Initial Term. The initial term ("**Initial Term**") of this Lease shall be five (5) years commencing on the date this Lease is executed by Landlord as noted on the signature page below (provided Tenant has delivered to Landlord the Security Deposit as specified in Section 3.4) ("**Commencement Date**") and expiring five (5) years thereafter ("**Expiration Date**"). "**Term**" shall mean the Initial Term as may be extended pursuant to Section 2.2

The first "Lease Year" shall commence on Commencement Date and end one (1) year thereafter and each subsequent "Lease Year" shall be the full year thereafter until termination of the Term except as may be extended pursuant to Section 2.2.

2.2. Options to Extend.

2.2.1. Options to Extend. Subject to satisfaction of the requirements specified in Section 2.2.2 and 2.2.3 below, Tenant shall have seven (7) consecutive five (5) year options to extend the Lease ("**Options**") subject to all of the provisions of this Lease, including, but not limited to, the adjustments to and variations in Base Rent and the Security Deposit (as defined in Section 3.4). For purposes of clarity, the Lease Years for the Extended Terms are as follows:

Extension Option	Lease Years	Extended Term Reference
First Option to Extend	Lease Years: 6-10	First Extended Term
Second Option to Extend	Lease Years: 11-15	Second Extended Term
Third Option to Extend	Lease Years: 16-20	Third Extended Term
Fourth Option to Extend	Lease Years: 21-25	Fourth Extended Term
Fifth Option to Extend	Lease Years: 26-30	Fifth Extended Term
Sixth Option to Extend	Lease Years: 31-35	Sixth Extended Term
Seventh Option to Extend	Lease Years: 35-40	Seventh Extended Term

2.2.2. General Requirements to Exercise any Option to Extend. Tenant may only exercise an Option to Extend provided Tenant (i) is not in Breach at either the time of the exercise or the end of the existing Term; and (ii) has not been late in paying Base Rent more than one (1) time during the then existing Term. Each Option to Extend must be unconditionally exercised by Tenant providing written notice to Landlord not more than twelve (12) months nor less than nine (9) months prior to the end of the then existing Term (**"Option Exercise Notice"**). Failure to timely exercise an Option to Extend in accordance with the foregoing shall automatically terminate the Option to Extend and all successive Options. Upon commencement of an Extended Option Term, all references in this Lease to the Term shall be considered to mean the Term as extended by that specific Extended Option Term, and all references to termination or to the end of the Term shall be considered to mean the termination or end of the Term as extended. Upon the request of either Party, both Parties shall promptly execute and deliver an "Extension of Lease Agreement" pursuant to which the Tenant extends the Lease for the term of the Option Period upon all of its same terms and conditions. All Options to Extend are personal to the original Tenant named in this Lease and may not be voluntarily or involuntarily assigned to or exercised by any other person or entity and may not be assigned separate or apart from this Lease.

2.2.3. Specific Additional Requirements to Exercise Certain Options. In addition to satisfying the requirements specified in Sections 2.2.1 and 2.2.2, the following requirements must also be satisfied as a condition to exercising the respective Option to Extend.

a. **Additional Requirement to Exercise First Option to Extend.** Tenant may only exercise the First Option to Extend provided it has constructed the Mandatory Tenant Improvements in accordance with Section 5.1.

b. **Additional Requirement to Exercise of Second Option to Extend.** Tenant may only exercise the Second Option to Extend provided it has constructed the Optional Improvements in accordance with Section 5.2.

3. Base Rent and Other Material Consideration; Security Deposit.

3.1. Base Rent.

3.1.1. Base Rent for Initial Term. Tenant shall pay the sums specified below as Base Rent for each Lease Year during the Initial Term. The entire Base Rent for the First Lease Year shall be paid in full in advance concurrently with execution and delivery of this Lease. The entire Base Rent for each Lease Year thereafter shall be paid in full in advance on the first day of each Lease Year.

Lease Year during Initial Term	Annual Rent
Lease Year 1	$ 15,000
Lease Year 2	$ 60,000
Lease Year 3	$ 63,000
Lease Year 4	$ 66,150
Lease Year 5	$ 69,500

3.1.2. Base Rent for First Extended Term. Provided Tenant has duly exercised the First Option to Extend in accordance with Section 2, Tenant shall pay the following amounts as Base Rent during the First Extended Term to Landlord in advance in quarterly increments as specified below.

Lease Year of First Extended Term	Annual Rent	Quarterly Rent
Lease Year 6	$ 72,930	$ 18,232.50
Lease Year 7	$ 76,577	$ 19,144.25
Lease Year 8	$ 80,406	$ 20,101.50
Lease Year 9	$ 84,426	$ 21,106.50
Lease Year 10	$ 88,647	$ 22,161.75

3.1.3. Base Rent for Second, Fourth and Sixth Extended Terms. If the Second Option to Extend, Fourth Option to Extend and the Sixth Option to Extend are exercised as set forth in Section 2.2 above, at the commencement of each of Second, Fourth and Sixth Extended Terms, respectively, the Base Rent shall be adjusted to fair market rent as determined in accordance with terms set forth in attached Exhibit C and Tenant shall pay such amount for the first Lease Year during the respective Extended Term. Commencing with the second Lease Year of each such Extended Term and for each Lease Year thereafter, the Base Rent shall increase annually during the Extended Term by three percent (3%). Tenant shall pay Base Rent during such Extended Terms in advance at the commencement of each quarter of the Lease Year in equal quarterly amounts.

3.1.4. Base Rent for Third, Fifth and Seventh Extended Terms. If the Third Option to Extend, Fifth Option to Extend and Seventh Option to Extend are exercised as set forth in Section 2.2 above, at the commencement of the Third, Fifth and Seventh Extended Terms, respectively, the Base Rent shall increase by three percent (3%) over the then existing Base Rent being paid by Tenant at the end of the existing term and shall increase annually by three percent (3%) for each Lease Year during that Extended Term. Tenant shall pay Base Rent during such Extended Terms in advance at the commencement of each quarter of the Lease Year in equal quarterly amounts.

3.2. Payment of Base Rent. Tenant shall pay the Base Rent and other rent or charges, as the same may be adjusted from time to time, to Landlord in lawful money of the United States, without offset, deduction or counterclaim, on or before the day on which it is due under the terms of this Lease. Base Rent and all other rent and charges for any period during the Term which is less than one (1) full calendar month shall be prorated based upon the actual number of days of the calendar month involved. Payment of Base Rent and other charges shall be made to Landlord at its address stated herein or to such other persons and/or at such other addresses as Landlord may from time to time designate in writing to Tenant. All monetary obligations of Tenant to Landlord under the terms of this Lease are deemed to be rent.

3.3. Other Material Consideration. Tenant acknowledges that Mandatory Programs specified in Section 4.1 are material consideration to Landlord and Landlord would not enter this Lease except for such commitment by Tenant as Landlord is anticipating that such programs will generate significant transient occupancy taxes and sales taxes for Landlord.

3.4. Security Deposit. As of the Commencement Date, Tenant shall deliver to Landlord the sum of Thirty Thousand Dollars ($30,000) ("**Security Deposit**") to be held during the Term as a security deposit. Upon commencement of each Extended Term, Tenant shall promptly pay to Landlord any amount necessary to make the Security Deposit equal to the greater of: (i) the Security Deposit then being held by Landlord, and (ii) the sum equal to six (6) months of Base Rent for the first Lease Year of the Extended Term.

4. Use.

4.1. Mandatory Programs.

4.1.1. Park. Tenant shall utilize the Park for the sole purpose of operating a top notch Class A competitive baseball/softball facility to provide (a) baseball/softball programs (including adult and children leagues) to the City's residents as well as operating competitive camps, competitions, clinics, events and training programs and related uses as specifically described in attached Exhibit D ("**Mandatory Programs**") and other uses reasonably related to the Mandatory Programs including facilities for (i) sale of food; (ii) a sports bar (which may include alcohol if licensed by the state); (iii) retail sale of sports merchandise including equipment, shoes, clothing, food; literature, etc.; (iv) a

sports medical clinic; (v) administrative offices. Not more than four (4) times during a year, Tenant may also use the Park for (a) other sports related uses (such as volleyball, soccer, etc.); and (b) concerts or special events, provided such uses do not adversely affect the Mandatory Programs, will not damage the fields, comply with all applicable laws (including local permitting requirements) and as approved by Landlord which approval shall not be unreasonably withheld.

4.1.2. Mandatory Open Area. Tenant may utilize the Mandatory Open Area for uses which are related to and consistent with the Park uses authorized in Section 4.1.1 PROVIDED, HOWEVER, THAT such uses must be in compliance with the Restricted Area Easements. For example, valet overflow parking from Park events may be permitted on the Mandatory Open Area.

4.2. General Use Restrictions. Tenant shall use and occupy the Premises only for the purposes set forth in Section 4.1 and for no other purpose. Tenant shall not use or permit the use of the Premises in a manner that creates waste or a nuisance, is in violation of any Applicable Laws that causes material damage to other portions of the Property or neighboring properties, or that violates the Restricted Area Easements.

4.3. Hazardous Substances.

4.3.1. Reportable Uses Require Consent. The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, chemical material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for liability of Landlord or Tenant to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof. Tenant shall not engage in any activity in, on or about the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of Landlord and compliance in a timely manner (at Tenant's sole cost and expense) with all Applicable Laws (as defined in Section 4.4). "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority. Reportable Use shall also include the presence in, on, under or about the Premises of a Hazardous Substance with respect to which any Applicable Laws requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Tenant may, without Landlord's prior consent, but in compliance with all Applicable Laws, use any ordinary and customary materials reasonably required to be

used by Tenant in the normal course of Tenant's business permitted on the Premises as permitted by Section 4.1, so long as such use is not a Reportable Use other than in accordance with the authorized use of the Premises. In addition, Landlord may (but without any obligation to do so) condition its consent to any modification to the present use or presence of any Hazardous Substance, activity or storage tank by Tenant upon Tenant's giving Landlord such additional assurances as Landlord, in its reasonable discretion, deems necessary to protect itself, the public, the Premises and the environment against damage, contamination or injury and/or liability therefrom or therefor, including, but not limited to, the installation (and removal on or before Lease expiration or earlier termination) of reasonably necessary protective modifications of the Premises.

4.3.2. Hazardous Substances Disclosure. Although Landlord is not aware of any Hazardous Substances in, on, under or about the Premises as of the Effective Date ("**Landlord's Representation**"), Tenant acknowledges and agrees that various Hazardous Substances may, in fact, already exist in, on, under or about the Premises; and which materials may have contained materials that may have been or may in the future be determined to be toxic, hazardous or undesirable and may need to be specially treated, specially handled and/or removed from the Premises. For example, some electrical transformers and other electrical components contain PCBs, and asbestos has been used in a wide variety of building components and fertilizers and pesticides. Due to current or prior uses, the Premises may contain materials such as metal, minerals, chemicals, hydrocarbons, biological or radioactive materials and other substances which are considered, or in the future may be determined to be Hazardous Substances. Such substances may be in, above or below ground containers on the Premises, or may be present on or in soils, water, building components or other portions of the Premises, in areas that may not be accessible or noticeable. If Hazardous Substances are found on the Premises, Landlord shall have no obligation to remediate same and, provide such Hazardous Materials were not caused by Tenant or any of its employees, contractors or agents, Tenant shall have the right to elect to terminate the Lease in accordance with Section 4.6.

4.3.3. Clean-Up Obligations. Current and/or future federal, state and local regulations may require the clean-up of such Hazardous Substances at the expense of those persons who in the past, present or future have had any interest in the Premises, including, but not limited to, current, past and future owners and users of the Property.

(a) In the event that, after the Effective Date, Hazardous Materials are discovered on the Premises which prevent the use of the Premises as required by this Lease, Tenant shall have the right to terminate this Lease upon written notice exercising such right given within sixty (60) days of discovery of such Hazardous Materials in accordance with Section 4.6. If Tenant does not elect to terminate this Lease as provided, then Tenant shall be responsible to remediate the Premises.

(b) Prior to construction of the Optional Tenant Improvements (as defined in Section 5.2), Tenant shall perform all appropriate investigation of the Premises regarding Hazardous Materials. If Tenant elects to proceed with Optional Tenant Improvements, the right to terminate set forth above in subsection (a) shall no longer apply.

4.3.4. Duty to Inform Landlord. If Tenant has or gains actual knowledge, or has reasonable cause to believe, that a Hazardous Substance, or a condition involving or resulting from same, has come to be located in, on, under or about the Premises, Tenant shall promptly give written notice of such fact to Landlord. Tenant shall also promptly give Landlord a copy of any statement, report, notice, registration, application, permit, business plan, license, claim, action or proceeding given to, or received from, any governmental authority or private party, or persons entering or occupying the Premises, concerning the presence, spill, release, discharge of, or exposure to, any Hazardous Substance or contamination in, on, or about the Premises, including, but not limited to, all such documents as may be involved in any new Reportable Use involving the Premises. Tenant shall immediately notify Landlord, orally and in writing, if Tenant or any of its officers, directors, members, employees, agents or contractors knows or has reasonable cause to believe that any Hazardous Substances, or a condition involving or resulting from the same, is present, in use, has been disposed of, or transported to or from the Premises other than as may have been previously consented to by Landlord in writing and in strict accordance with the foregoing provisions.

4.3.5. Hazardous Substances List. Tenant shall deliver to Landlord, within thirty (30) days after Tenant's receipt of Landlord's written request, a written list identifying any Hazardous Substances that Tenant or its officers, directors, members, employees, agents or contractors then uses or has used within the last twelve (12) month period in, on, around or about the Premises. Each such list shall state: (i) the use or purpose of each such Hazardous Substance; (ii) the approximate quantity of each such Hazardous Substance used by Tenant; (iii) such other information as Landlord may reasonably require; and (iv) Tenant's written certification that neither Tenant nor its officers, directors, members, employees, agents or contractors have released, discharged or disposed of any Hazardous Substances in, on or about the Premises, or transported any Hazardous Substances to or from the Premises, in violation of any applicable Hazardous Substances Laws. Landlord shall not request Tenant to deliver a Hazardous Substances list more often than once during each twelve (12) month period, unless Landlord reasonably believes that Tenant or its officers, directors, members, employees, agents or contractors have violated the provisions of this Section (in which case (a) Landlord may request such lists as often as Landlord determines is necessary until such violation is cured, and (b) Tenant shall provide such lists within ten (10) days of each of Landlord's requests, or if an emergency exists, such lists shall be immediately provided).

4.3.6. Indemnification by Tenant. Tenant shall indemnify, protect, defend and hold Landlord and its officials, employees, agents and contractors (the "**Landlord**

Parties" or, individually, a "**Landlord Party**") and the Premises, harmless from and against any and all damages (including loss of rents), liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys' and consultant's fees arising out of or involving any Hazardous Substance or any storage tanks on, in, under or about, or released, transported to or from or used in connection with, the Premises, whether existing (i) before the date of the Initial Term except to the extent that Landlord's Representation was untrue at the Commencement Date; or (ii) introduced thereafter. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if Landlord shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Tenant or its counsel.

4.3.7. Responsibility for Hazardous Substances. If Tenant or its officers, directors, members, employees, agents or contractors violate any provision of Section 4.3, then Tenant shall immediately notify Landlord in writing and Tenant shall be obligated, at Tenant's sole cost, to abate, remediate, clean up or remove from the Premises, and dispose of, all in compliance with all applicable Hazardous Substances Laws, all Hazardous Substances used by Tenant or its officers, directors, members, employees, agents or contractors. Such work shall include, but not be limited to, all testing and investigation required by Landlord, Landlord's lender and any governmental authorities having jurisdiction, and preparation and implementation of any remedial action plan required by any governmental authorities having jurisdiction. All such work shall, in each instance, be conducted to the satisfaction of Landlord and all governmental authorities having jurisdiction. If at any time Landlord determines that Tenant is not complying with the provisions of this Section, then Landlord may, without any obligation to do so and without prejudicing, limiting, releasing or waiving Landlord's rights under this Section 4.3, separately undertake such work, and Tenant shall reimburse all costs incurred by Landlord upon demand. Tenant's obligations under this Section shall also include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, any affiliate or any subtenant of any of the foregoing before the date of this Lease or by any third party during the term of the Initial Lease and the cost of investigation (including consultant's and attorneys' fees and testing) and shall survive the expiration or earlier termination of this Lease. No termination, cancellation or release agreement entered into by Landlord and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances or any storage tanks, unless specifically so agreed by Landlord in writing at the time of such agreement.

4.3.8. Binding Effect. Tenant's covenants and obligations under this Section 4 shall also apply to any assignee or subtenant of Tenant, and to any such assignee's or subtenant's partners, officers, directors, shareholders, employees, agents, contractors and any other third parties entering upon the Premises at the request or invitation of such assignee or subtenant.

4.4. Tenant's Compliance with Law. Tenant shall, at Tenant's sole cost and expense, fully, diligently and in a timely manner, comply, and shall at all times cause the Premises to comply, with all provisions of the Restricted Area Easements and other matters of record, and all "**Applicable Laws**," which term is used in this Lease to include all laws, rules, regulations, ordinances, directives, covenants, easements and restrictions of record, permits, and/or the requirements of any applicable fire insurance underwriter or rating bureau, relating in any manner to the Premises. Tenant shall, within five (5) days after receipt of Landlord's written request, provide Landlord with copies of all documents and information, including, but not limited to, permits, registrations, manifests, applications, reports and certificates, evidencing Tenant's compliance with any Applicable Laws specified by Landlord, and shall immediately, upon receipt, notify Landlord in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving failure by Tenant or the Premises to comply with any Applicable Law.

4.5. Inspection; Compliance. Landlord and Landlord's lenders and consultants shall have the right to enter the Premises, at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of inspecting the condition of the Premises and for verifying compliance by Tenant with this Lease and all Applicable Laws, and to employ experts and/or consultants in connection therewith and/or to advise Landlord with respect to Tenant's activities, including, but not limited to, the installation, operation, use, monitoring, maintenance, release, transport or removal of any Hazardous Substance or storage tank on, in, under, about, to or from the Premises. The costs and expenses of any such inspections shall be paid by the Party requesting same, unless a Default or Breach of this Lease, or a violation of Applicable Laws, is found to exist or to be imminent because of a condition of or activity on, in, under or about the Premises, or unless the inspection is requested or ordered by a governmental authority as the result of any such existing or imminent violation, release or contamination, in which case such costs and expenses shall be paid by Tenant. In any such case, Tenant shall upon request promptly reimburse Landlord or Landlord's Lender, as the case may be, for the costs and expenses of such inspections.

4.6. Tenant's Right to Terminate. In the event that it is determined that the Park is contaminated with Hazardous Substances which has not been caused by Tenant, and the cost of remediation of such issue will cost more than Fifty Thousand Dollars ($50,000) ("**Cost Limit**"), Tenant shall notify Landlord in writing of such event and provide reasonable documentation. Landlord has no duty to remediate the problem but may, in its sole discretion elect to do so. If Landlord does not elect to remediate the Tenant shall have the option to either (i) remediate the contamination at its sole cost or expense, or (ii) elect to terminate this Lease provided Tenant delivers to Landlord written notice ("**Termination Notice**") within sixty (60) days of Tenant is advised of the contamination ("**Termination Notice Date**") and the Lease shall automatically terminate thirty (30) days after the Termination Notice is delivered to Landlord ("**Actual Termination Date**"). If Tenant does not deliver the Termination Notice in the time and manner specified, the right to elect to terminate shall automatically expire and Tenant shall be obligated to remediate the contamination at its own cost and expense. Tenant's

exercise of the right to terminate shall be irrevocable and Landlord shall have the right to market the Premises to prospective tenants after receipt of the Termination Notice. Tenant shall comply with all obligations under the Lease until to the Actual Termination Date. The Cost Limit specified above is the amount as of the Commencement Date and such amount shall be increased each year by the amount of increase in the Consumer Price Index. In the event that Tenant does not elect to terminate this Lease pursuant to the foregoing process, then Tenant shall be solely responsible to remediate the Hazardous Substances at its own cost and expense in accordance with applicable laws and regulations.

5. Improvements by Tenant.

5.1. Mandatory Tenant Improvements. As material consideration for this Lease, Tenant is obligated, at Tenant's sole cost and expense, to construct the improvements specified in attached Exhibit E-1 in accordance with the terms specified therein ("**Mandatory Tenant Improvements**").

5.2. Optional Tenant Improvements. Tenant may, but is not obligated, to enter into the ENA under Section 1.3 but if it does and the parties agree to the expansion of the Premises to include the City Yard and the Tenant Optional Improvements are defined, the Tenant Optional Improvements must be constructed in compliance with attached Exhibit E-2 ("**Optional Tenant Improvements**"). If the Optional Tenant Improvements (once defined pursuant to Section 1.3) are not timely constructed by Tenant, Tenant may not exercise the Second Option to Extend.

6. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.

6.1. Tenant's Obligations. Tenant shall, at Tenant's sole cost and expense, and at all times, keep the Premises including all improvements and every part thereof in good order, condition and repair whether or not such portion of the Premises requiring repair, or the means of repairing the same, are reasonably or readily accessible to Tenant, and whether or not the need for such repairs occurs as a result of Tenant's use, any prior use, the elements or the age of such portion of the Premises. In particular the fields shall be properly maintained after use. Tenant shall maintain the Premises in accordance with the specific requirements set forth on attached Exhibit F which shall be reviewed and mutually updated in writing by the Parties on a bi-annual basis. The foregoing obligations shall apply to the entire Premises, including, without limitation, (i) the baseball/softball fields including without limitation, the lights, fields, fencing, dugouts, scoreboards; (ii) the structures and non-structural components of walls (interior and exterior), roofs, floors and foundations of any structures (including public restrooms); (ii) all equipment or facilities serving the Premises, such as, without limitation, plumbing, electrical, lighting facilities, sprinklers, fire extinguishing system, fixtures, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, (iv) all sidewalks and parkways located in, on, about, or adjacent to the Premises, and (v) signs. Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) in violation of Applicable Laws or which constitutes a Reportable Use, and shall promptly, at

Tenant's expense, take all investigatory and/or remedial action reasonably necessary to comply with Applicable Laws, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises, the elements surrounding same, or neighboring properties, or pertaining to or involving any Hazardous Substance. Tenant, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices. Tenant's obligation shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

In addition to the Premises and improvements located thereon, Tenant is also obligated to maintain at its sole cost and expense such additional requirements for special events as specified in Exhibit D for Mandatory Programs.

6.2. Landlord's Obligations. It is intended by the Parties that Landlord have no obligation, in any manner whatsoever, to repair, maintain or replace the Premises, or any portion thereof, or any improvements now or hereafter located thereon, or the equipment now or hereafter located therein, all of which obligations are intended to be solely that of the Tenant under Section 6.1. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises. Tenant expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease with respect to, or which affords Tenant the right to make repairs at the expense of Landlord or to terminate this Lease by reason of any needed repairs, including, without limitation, California Civil Code Section 1932, Subsection 1.

6.3. Utility Installations; Trade Fixtures; Alterations.

6.3.1. Definitions; Consent Required. The term "**Utility Installations**" is used in this Lease to refer to any and all air lines, power panels, electrical distribution, security, fire protection systems, communication systems, lighting fixtures, heating, ventilating, and air conditioning equipment, plumbing, and fencing in, on or about the Premises. The term "**Trade Fixtures**" shall mean Tenant's machinery and equipment that can be removed without doing material damage to the Premises. The term "**Alterations**" shall mean any modification of the improvements on the Premises under the terms of this Lease, other than Utility Installations or Trade Fixtures, whether by addition or deletion. The term "**Tenant Improvement**" shall mean any Alteration or Utility Installation made to the Premises during the Term of this Lease by Tenant as well as the Mandatory Tenant Improvements and the Optional Tenant Improvements if constructed in accordance with Section 5.2. Tenant shall not make any Tenant Improvements, or install any Trade Fixtures, in, on, under or about the Premises without Landlord's prior written consent.

6.3.2. Consent. Any Tenant Improvements that Tenant shall desire to make shall be presented to Landlord in written form with proposed detailed plans. All consents given by Landlord shall be deemed conditioned upon: (i) Tenant's acquiring all applicable permits required by governmental authorities, (ii) the

furnishing of copies of such permits together with a copy of the plans and specifications for the Tenant Improvement to Landlord prior to commencement of the work thereon, and (iii) the compliance by Tenant with all conditions of said permits in a prompt and expeditious manner. Any Tenant Improvements made by Tenant during the Term of this Lease and shall be done in a good and workmanlike manner, with good and sufficient materials, and in compliance with all Applicable Laws (including prevailing wage requirements if applicable). Tenant shall promptly, upon completion thereof, furnish Landlord with copies of any as-built plans and specifications therefor. Landlord may condition its consent (without obligation to do so) to any requested Tenant Improvement upon Tenant's providing Landlord with a lien and completion bond in an amount equal to the estimated cost of such Alteration or Utility Installation, including a contingency for cost overruns of at least twenty-five percent (25%).

6.3.3. Indemnification. Tenant shall pay, when due, all claims for labor or materials furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. Tenant shall give Landlord not less than twenty (20) days' notice prior to the commencement of any work in, on or about the Premises, and Landlord shall have the right to post notices of non-responsibility in or on the Premises as provided by law. If Tenant shall, in good faith, contest the validity of any such lien, claim or demand, then Tenant shall, at its sole expense, indemnify, defend and protect itself, Landlord, the Landlord Parties and the Premises against the same, and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Landlord or the Premises. If Landlord shall require, Tenant shall furnish to Landlord a surety bond satisfactory to Landlord in amount equal to one hundred twenty five percent (125%) of the amount of such contested lien claim or demand, indemnifying Landlord against liability for the same, as required by law for the holding of the Premises free from the effect of such lien or claim. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if Landlord shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Tenant or its counsel.

6.3.4. Ownership; Removal; Surrender; and Restoration

a. Ownership. All Tenant Improvements shall be the property of and owned by Tenant, but considered a part of the Premises. Notwithstanding the foregoing, upon the expiration or earlier termination of this Lease, all Tenant Improvements shall become the property of Landlord and remain upon and be surrendered by Tenant with the Premises. All articles of personal property, furniture and equipment and all business and Trade Fixtures owned by Tenant ("**Tenant's Effects**") shall be and remain the property of Tenant and may be removed by Tenant at any time during the Term when Tenant is not in Default under this Lease. If Tenant fails to remove all of Tenant's Effects from the Premises upon the expiration or earlier termination of this

Lease, Landlord may, at its option, remove Tenant's Effects and store Tenant's Effects without liability to Tenant for loss of Tenant's Effects. Tenant agrees to pay Landlord upon demand any and all expenses incurred by Landlord in removing Tenant's Effects, including court costs, attorneys' fees and storage charges on Tenant's Effects, for any length of time that Tenant's Effects shall be in Landlord's possession. Landlord may, at its option, without notice, sell Tenant's Effects, or any of the same, at a private sale and without legal process, for such price as Landlord may obtain, and apply the proceeds of such sale to any amounts due under this Lease from Tenant to Landlord and to the expenses incident to the removal and sale of Tenant's Effects. Tenant waives the provisions of California Civil Code Sections 1980-1991.

b. **Removal.** Unless otherwise agreed in writing, Landlord will not require that Tenant remove, upon the expiration or earlier termination of this Lease, Tenant Improvements which can be removed without material damage to the Premises, so long as their installation has been properly noticed and consented to by Landlord, if required; provided, however, that Landlord may require (i) upon the expiration or earlier termination of this Lease, the removal of any Tenant Improvements that Landlord identifies in writing at the time Landlord approves of such Tenant Improvements as subject to removal upon demand by Landlord upon the expiration or earlier termination of this Lease, (ii) at any time, the removal of all or any part of any Tenant Improvements made by Tenant without the required notice or consent of Landlord. Landlord shall, on or before ten (10) days after expiration or the earlier termination of this Lease, identify any Tenant Improvements which Tenant must remove from the Premises and Tenant shall complete such removal on or before the later of (i) the thirtieth (30th) day after receipt of Landlord's notice and (ii) the last day of the Lease Term. Notwithstanding the foregoing, the Parties agree that the Mandatory Tenant Improvements and the Optional Tenant Improvements shall not be removed by Tenant.

c. **Surrender/Restoration.** Tenant shall surrender the Premises by the end of the last day of the Lease Term or any earlier termination date, with all of the improvements, parts and surfaces thereof clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant or Landlord performing all of its obligations under this Lease. Except as otherwise agreed or specified in writing by Landlord, the Premises, as surrendered, shall include the Utility Installations and Alterations. The obligation of Tenant shall include the repair of any damage occasioned by the installation, maintenance or removal of Tenant's Trade Fixtures, Tenant Improvements (if required by Landlord), furnishings and equipment all in accordance with Applicable Laws and/or good practice. Tenant's Trade Fixtures shall remain the property of Tenant and shall be removed by Tenant subject to its obligation to repair and restore the Premises per this Lease.

7. Insurance; Indemnity.

7.1 Payment for Insurance. Tenant shall pay for all insurance required under this Section 7, and that permitted to be carried by Landlord under Section 7.2.2. Premiums for policy periods commencing prior to or extending beyond the Lease Term shall be prorated to correspond to the Lease Term. Payment shall be made by Tenant directly to the insurer in the normal course of Tenant's business, on or before the due date, including any grace period.

7.2 Liability Insurance.

7.2.1 Carried by Tenant. Tenant shall obtain and keep in force during the Term of this Lease public liability insurance in form, content and policy in an amount equal to the greater of: (a) One Million Dollars ($1,000,000), which amount shall may be adjusted by Landlord upon notice to Tenant, or (b) such amount as is or may be required by the holders of any mortgages or deeds of trust on Landlord's interest in the Premises ("**Lender(s)**"), and as to which prior written notice has been given to Tenant, issued by an insurance company approved by Landlord's Lender(s). At a minimum, such insurance shall include a Commercial General Liability policy of insurance protecting Landlord (as an additional insured) against claims arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as in "insured contract" for the performance of Tenant's indemnity obligations under this Lease. The limits of said insurance required by this Lease, or such larger amount as carried by Tenant, shall not, however, limit the liability of Tenant nor relieve Tenant of any obligation hereunder. All insurance to be carried by Tenant shall be primary to and not contributory with any similar insurance carried by Landlord, whose insurance shall be considered excess insurance only.

7.2.2 Carried By Landlord. Landlord may obtain such additional liability insurance, if any, as Landlord deems appropriate to protect Landlord's interest in the Premises and to satisfy Landlord's Lenders. Such insurance, if obtained, shall be secondary to insurance to be obtained by Tenant under this Lease, and shall not limit or modify Tenant's obligations hereunder.

7.3 Property Insurance-Building and Improvements.

7.3.1 Building and Improvements. Tenant shall obtain and keep in force during the Term of this Lease a policy or policies in the name of Landlord, with loss payable to Landlord and Landlord's Lender(s), insuring all losses or damages to the Premises (including all Tenant Improvements). Each policy shall be in form, content and policy amount as required by Landlord's Lender(s), and issued by an insurance company approved by Landlord's Lender(s). The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time. Such policy or policies shall insure against all risks of direct physical loss or damage, and including coverage for any additional costs resulting from debris, removal and

reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Premises required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered cause of loss. If required by Landlord's Lender, Tenant shall also obtain and keep in force such insurance as is, from time to time, carried by owners/operators of similar properties, including, but not limited to, business interruption insurance and worker's compensation insurance. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, and waiver of subrogation. If such insurance coverage has a deductible clause, the deductible amount shall not exceed Ten Thousand Dollars ($10,000) per occurrence. If the Optional Tenant Improvements are constructed, Landlord shall have the right (upon reasonable notice to Tenant) to require the policy to include flood and/or earthquake coverage if such coverages are (i) commercially available, and (ii) are commonly required for similar type buildings.

7.3.2 Rental Value. Tenant shall obtain and keep in full force during the Term of this Lease, a policy or policies in the name of Landlord with loss payable to Landlord and Landlord's Lender(s), insuring the loss of the full rental and other charges payable by Tenant to Landlord under this Lease for one (1) year (including all real estate taxes, insurance costs, and any scheduled rental increases). The amount of coverage shall be adjusted annually to reflect the projected rental income, property taxes, insurance premium costs and other expenses, if any, otherwise payable by Tenant, for the next twelve (12) month period. Tenant shall be liable for any deductible amount in the event of such loss.

7.4 Tenant's Personal Property Insurance. Tenant may procure such insurance as it desires from such insurer as it desires on all of Tenant's personal property used on or about the Premises.

7.5 Insurance Policies. All policies as to form and content shall be reasonably approved by Landlord, and when so approved, such coverages shall remain for the full Term of the Lease. No lender of Landlord or potential purchaser of the Premises may change these insurance requirements. Tenant shall pay premiums for all insurance required to be furnished under the Lease in a timely manner, including any grace period. Certificates of insurance and evidence of payment of premiums may be requested by Landlord from time-to-time. All insurers shall be licensed in the State of California and shall have and continue to have a General Policyholder Rating of at least "A" and a Financial Rating of at least "X" in Best's Insurance Guide. All policies shall require at least thirty (30) days' notice to the insured(s) and/or loss payee(s) of cancellation or non-renewal. If Tenant shall fail to procure and/or maintain insurance required hereunder, Landlord may, upon five (5) business days prior written notice to Tenant, but shall not be required to, procure and maintain the same, with the expense thereof to be paid by Tenant to Landlord within ten (10) days after demand for payment by Landlord.

7.6 Waiver of Subrogation. All policies of insurance required hereunder shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Tenant waives any rights of recovery against Landlord for injury or loss due to hazards covered by policies of insurance containing such a waiver of subrogation clause or endorsement to the extent of the injury or loss covered thereby.

7.7 Indemnity. Tenant shall indemnify, protect, defend and hold harmless the Premises, Landlord and its managers, officers, directors, members, employees, agents, contractors, partners and lenders, from and against any and all claims, and/or damages, costs, liens, judgments, penalties, permits, reasonable attorneys' and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, the occupancy of the Premises by Tenant, the conduct of Tenant's business, any act, omission or neglect of Tenant, its officers, directors, members, employees, agents or contractors, and out of any Breach by Tenant in the performance in a timely manner of any obligation on Tenant's part to be performed under this Lease, except for matters which are the result of Landlord's gross negligence, intentional wrongful acts, or in Breach of this Lease. The foregoing shall include, but not be limited to, all costs of the defense or pursuit of any claim or any action or proceeding involved therein, and whether or not (in the case of claims made against Landlord) litigated and/or reduced to judgment. In case any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be so indemnified. In addition, Landlord may require Tenant to pay Landlord's attorneys' fees and costs in defending against or participating in such claim, action or proceeding if Landlord shall decide, in its exercise of reasonable judgment, it is unsatisfied with the representation of its interest by Tenant or its counsel.

7.8 Exemption of Landlord from Liability. Landlord shall not be liable for injury or damage to the person or goods, wares, merchandise or other property of Tenant, Tenant's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, earthquake, flood, terrorism, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other any other cause, whether the said injury or damage results from conditions arising upon the Premises or from other source or places except if such injury or damage is the result of the gross negligence or willful misconduct of Landlord or Landlord's employees, contractors or agents.

8. Damage or Destruction; Abatement of Rent.

8.1 Definitions.

(a) **"Premises Minor Damage"** shall mean damage or destruction to the improvements owned by Landlord and/or Tenant Improvements, the repair cost of which damage or destruction is less than Ten Thousand Dollars ($10,000).

(b) **"Premises Major Damage"** shall mean damage or destruction to the improvements owned by Landlord and/or Tenant Improvements, the repair cost of which damage or destruction is Ten Thousand Dollars ($10,000) or greater.

(c) **"Insured Loss"** shall mean damage or destruction which was caused by an event which is covered by insurance purchased by Tenant, or covered by the insurance Tenant is required to purchase under this Lease, irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Landlord and/or the Tenant Improvements which inure to Landlord upon Lease termination to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of applicable building codes, ordinances or laws.

8.2 Damage or Destruction; Abatement of Rent.

8.2.1 Premises Minor Damage – Insured Loss. If an Insured Loss occurs, Tenant shall, at its sole expense (using any insurance proceeds available), repair such damage as soon as reasonably possible, and this Lease shall continue in full force and effect. Tenant shall be solely responsible for any deductible.

8.2.2 Premises Minor Damage – Uninsured Loss. If a Premises Minor Damage loss occurs which is not an Insured Loss, Tenant shall, at its sole expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect.

8.2.3 Premises Major Damage – Uninsured Loss. If a Premises Major Damage loss occurs, which is not an Insured Loss (unless caused by gross negligent or willful act of Tenant or Landlord, in which event the party responsible shall make the repairs at their sole expense and this Lease shall continue in full force and effect), Tenant shall not have the right to terminate this Lease, and Tenant shall, at its sole expense, either: (a) raze and remove all improvements owned by Landlord and shall thereafter maintain the Premises in a clean, safe and sightly condition, including the installation of appropriate fencing, in accordance with Applicable Law; or (b) Tenant may elect, in lieu of such razing and removal, to instead repair such damage at its sole expense. Landlord shall in no event be under any duty or obligation to restore, replace or rebuild the improvements owned by Landlord and/or any Tenant Improvements, or any portion thereof, at any time, or to contribute any insurance proceeds from insurance carried by Landlord or other funds towards the cost of doing so, except as expressly provided in this Section 8.

8.3 Damage Major Damage Near End of Term. Unless Tenant has exercised its Option to extend the Lease Term in compliance with the provisions of this Lease, if, at any time during the last six (6) months of the Term of this Lease,

Premises Major Damage occurs (whether or not the loss is an Insured Loss), Landlord may at its election terminate this Lease, in which event Tenant shall assign to Landlord all insurance proceeds allocable to the Premises that Tenant is entitled to receive under the insurance policies required to be maintained by Tenant, and if such required insurance is not in effect, Tenant shall pay the amount of such required coverage in cash to Landlord. Such termination date shall be determined by Tenant and shall be no earlier than thirty (30) days following the date of damage by written notice given to Tenant within twenty (20) days of the date of damage of Landlord's election to terminate. If Landlord fails to exercise such election, then this Lease shall terminate as of the end of the existing Lease Term and, in such event, Tenant shall assign to Landlord all insurance proceeds allocable to the Premises that Tenant is entitled to receive under the insurance policies required to be maintained by Tenant to repair the improvements owned by Landlord, or, if such required insurance was not in effect, shall pay the amount of such required insurance coverage to Landlord in cash.

8.4 **Abatement of Rent.** If a Premises Major Damage loss or a Premises Minor Damage loss occurs, and the Lease is not terminated by Landlord in accordance as set forth above, the rent payable under this Lease shall be abated but only to the extent Landlord receives proceeds, if any, of rental loss insurance carried by Tenant for the Premises, as required above, and only proportionately with the degree to which Tenant's use of the Premises is impaired; provided that there shall be no abatement of rent if such damage is the result of the negligence or intentional wrongdoing of Tenant or its officers, directors, members, employees, agents, or contractors. Tenant shall not be entitled to any compensation or damages (consequential or otherwise) for (i) loss in the use of the whole or any part of the Premises, or (ii) any inconvenience or annoyance occasioned by such damage and/or any repairs.

8.5 **Repair Obligations.** Any time Tenant is obligated or elects to repair damage pursuant to this Section 8, Tenant agrees that any such repair shall be subject to the requirements of Section 6. Tenant shall reasonably coordinate all repair obligations with the Landlord. Both Parties specifically agree that repair of any damage shall be performed consistent with the design, size and quality of the destroyed improvements as of the time of their damage, without regard to reasonable wear and tear.

8.6 **Waive Statutes.** The provisions of California Civil Code Section 1932, Subsection 2, and Section 1933, Subsection 4, which permit termination of a lease upon destruction of the leased premises, and any similar statutes or laws, are hereby waived by Tenant, and the provisions of this Lease shall govern in case of such destruction. Except as provided otherwise in this Lease, Tenant shall not be released from any of its obligations under this Lease, the rent and other sums and amounts payable by Tenant under this Lease shall not abate, and Landlord shall have no liability to Tenant for any damage or destruction to the Premises or any inconvenience or injury to Tenant by reason of any maintenance, repairs, alterations, decoration, additions or improvements to the Premises.

9. Real Property Taxes.

9.1 Payment of Taxes. Tenant shall pay the Real Property Taxes as defined in Section 9.1, applicable to the Premises during the Term of this Lease. All such payments shall be made at least ten (10) days prior to the due date of the applicable installment. Tenant shall promptly (at least five (5) days prior to the due date) furnish Landlord with satisfactory evidence that such taxes have been paid. If any such taxes to be paid by Tenant shall cover any period of time after the expiration or earlier termination of the Term hereof, Tenant's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year that this Lease is in effect, and Tenant may apply to the County for reimbursement of any overpayments after such proration. If Tenant shall fail to pay any Real Property Taxes required by this Lease to be paid by Tenant, Landlord shall have the right to pay the same, and Tenant shall reimburse Landlord therefor upon demand. Tenant shall have the right, upon receipt of Landlord's prior written consent (which shall not be unreasonably withheld) to prosecute an appeal to the taxing authorities of the Real Property Taxes: provided, however, that Tenant shall at all times be obligated to pay the Real Property Taxes assessed during the pendency of such appeal.

9.2 Definition of "Real Property Taxes." As used herein, the term "**Real Property Taxes**" shall include any form of real estate tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed upon the Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof, or any community facilities district or improvement bond, levied or assessed against any legal or equitable interest of Landlord in the Premises or in the real property of which the Premises are a part, Landlord's right to rent or other income therefrom, and/or Landlord's business of leasing the Premises. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein, imposed by reason of events occurring, or changes in Applicable Laws taking effect, during the Term of this Lease, including, but not limited to, a change in the ownership of the Premises or in the improvements thereon, the execution of this Lease, or any modification, amendment or transfer thereof, and whether or not contemplated by the Parties.

Notwithstanding anything above to the contrary, to the extent any assessment is levied against the Premises payable in installments, Tenant shall pay all installments coming due and payable during the Term of this Lease.

Tenant acknowledges that although Landlord as a municipal entity which, as owner, is exempt from real property taxes, Tenant's possessory interest under this Lease are subject to real property taxation.

Landlord agrees to work with Tenant to inform the County Tax Assessor as to the reduced valuation of Tenant's possessory interests in the Premises due to the (i) Mandatory Open Area (being subject to the Restricted Area Easements), and (ii) co-use of the Premises by the Little League under the Little League Lease.

9.3 **Personal Property Taxes.** Tenant shall pay prior to delinquency all taxes assessed against and levied upon any Tenant Improvements, and any of Tenant's Effects contained in the Premises or elsewhere. Tenant shall, when possible, timely make appropriate filings with the County Assessor seeking to cause its Trade Fixtures, Tenant Improvements, furnishings, equipment and all other personal property to be assessed and billed separately as personal property, and not assessed to the real property of Landlord. If any of Tenant's said personal property shall be assessed with Landlord's real property, Tenant shall pay such taxes, as provided above, and shall thereafter take all appropriate steps to seek to have such personal property re-assessed to Tenant's personal property tax roll, and deleted from the real property tax roll.

10. Utilities. Prior to delinquency, Tenant shall pay all water, gas, heat, light, power, telephone, cable, satellite, data, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon and installation and termination fees related thereto.

11. Assignment and Subletting.

11.1 Landlord's Consent Required.

(a) Tenant shall not voluntarily or by operation of law assign, mortgage, encumber or otherwise transfer (collectively, "**Assignment**") or sublet all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent Landlord shall not unreasonably withhold. The Parties agree that it would be reasonable for Landlord to withhold consent in the event that:

(i) The transferee or subtenant's contemplated use of the Premises following the proposed transaction conflicts with Section 4.1 of the Lease.

(ii) In Landlord's reasonable business judgment, the transferee or subtenant lacks sufficient business reputation or experience to operate a successful business of the type and quality required under the Lease including the Mandatory Programs.

(iii) In Landlord's reasonable judgment, the present net worth of the transferee or subtenant is insufficient to justify Landlord's consent.

Moreover, Landlord shall be entitled to be reasonably satisfied that each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded Landlord by this Lease is not impaired or diminished by such Assignment or subletting. Landlord and Tenant acknowledge that the express standards and

provisions set forth in this Lease dealing with Assignment and subletting, including those set forth in this subsection (a) have been freely negotiated and are reasonable at the date hereof. No withholding of consent by Landlord for any reason deemed sufficient by Landlord shall give rise to any claim by Tenant or any proposed assignee or subtenant to recover contract damages or to any abatement of rent, or entitle Tenant to terminate this Lease. In this connection, Tenant hereby expressly waives its rights under California Civil Code Section 1995.310.

(b) A change in the control of Tenant shall constitute an Assignment requiring Landlord's consent. The cumulative transfer of securities holding more than fifty percent (50%) of the voting rights of Tenant shall constitute a change in control for this purpose. The involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, refinancing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Tenant's assets occurs, which results or will result in a reduction of the Net Worth of Tenant by an amount equal to or greater than (i) twenty-five percent (25%) of such Net Worth of Tenant as it was represented to Landlord prior to the Commencement Date, or (ii) as it exists immediately prior to said transaction or transactions constituting such reduction, at whichever time said Net Worth of Tenant was or is greater, shall be considered an Assignment of this Lease by Tenant to which Landlord may reasonably withhold its consent in accordance with Section 11.1 above. "**Net Worth of Tenant**" for purposes of this Lease shall be the net worth of Tenant established under generally accepted accounting principles consistently applied. An assignment or subletting of Tenant's interest in this Lease without Landlord's specific prior written consent is a non-curable Breach, after which Landlord, without the necessity of any notice to Tenant and/or grace period, shall have the right to terminate this Lease.

11.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Landlord's consent, any assignment or subletting shall not: (i) be effective without the express written assumption by such assignee or subtenant of the obligations of Tenant under this Lease, (ii) release Tenant of any obligations hereunder, or (iii) alter the primary liability of Tenant for the payment of Base Rent and other sums due Landlord hereunder or for the performance of any other obligations to be performed by Tenant under this Lease.

(b) Landlord may accept any rent or performance of Tenant's obligations from any person other than Tenant pending approval or disapproval of an Assignment or sublease. Neither a delay in the approval or disapproval of such Assignment or sublease nor the acceptance of any rent or performance shall constitute a waiver or estoppel of Landlord's right to exercise its remedies for the Breach by Tenant of any of the terms, covenants or conditions of this Lease.

(c) The consent of Landlord to any Assignment or subletting shall not constitute a consent to any subsequent Assignment or subletting by Tenant or to any subsequent or successive Assignment or subletting by the subtenant. However, Landlord may consent to subsequent sublettings and Assignments of the sublease or any amendments or modifications thereto without notice to Tenant or anyone else liable on the Lease or sublease and without obtaining their consent, and such action shall not relieve such persons from liability under this Lease or sublease.

(d) In the event of any Breach of Tenant's obligations under this Lease, Landlord may proceed directly against Tenant, or anyone else responsible for the performance of the Tenant's obligations under this Lease, including the subtenant, without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord or Tenant.

(e) Each request for consent to an Assignment or subletting shall be in writing, accompanied by information relevant to Landlord's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or subtenant, including but not limited to the intended use and/or required modification of the Premises, if any. Tenant agrees to provide Landlord with such other or additional information and/or documentation as may be reasonably requested by Landlord.

(f) Any assignee of, or subtenant under, this Lease shall, by reason of accepting such Assignment or entering into such sublease, be deemed, for the benefit of Landlord, to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Tenant during the full Term of the Lease in the case of an assignment, and during the full term of any sublease.

(g) If Landlord shall consent to any Assignment or subletting, Tenant shall pay to Landlord, as additional rent, one hundred percent (100%) of all net sums or other consideration payable to and for the benefit of Tenant by the transferee or subtenant on account of the Assignment or sublease, as and when such sums and other consideration are due and payable to or for the benefit of Tenant (or, if Landlord so requires, and without any release of Tenant's liability for the same, Tenant shall instruct the transferee or subtenant to pay all or any part of such sums and other consideration directly to Landlord). If in connection with any proposed sublease Tenant receives net sums or other consideration, either initially or over the term of the sublease, in excess of the rent called for under this Lease or, in case of the sublease of a portion of the Premises, in excess of such rent fairly allocable to such portion, after appropriate adjustments to assure that all other payments called for under this Lease are taken into account, Tenant shall pay to Landlord as additional rent one hundred percent (100%) of the net sums or other consideration received by Tenant promptly after its receipt. As used in this Section, "net sums or other consideration" shall include without limitation the then fair value of any non-cash consideration

and shall be calculated after first deducting reasonable costs incurred by Tenant in connection with the Assignment or sublease, including without limitation commissions payable to a broker not affiliated with Tenant, space modification costs in connection with the Assignment or sublease, reasonable legal costs, free rent concessions to the transferee or subtenant, and lease take-over costs.

11.3 Additional Terms and Conditions Applicable to Subletting.

(a) The following terms and conditions shall apply to any subletting by Tenant of all or any part of the Premises, and shall be expressly set forth in all subleases under this Lease or specifically incorporated therein by reference, with an expressed acknowledgement by subtenant that it has received a copy of these provisions.

(b) Tenant hereby assigns and transfers to Landlord all of Tenant's interest in all rentals and income arising from any sublease of all or a portion of the Premises heretofore or hereafter made by Tenant, and Landlord may collect such rent and income and apply same toward Tenant's obligations under this Lease, provided, however, that until a Breach (as defined in Section 12) shall occur in the performance of Tenant's obligations under this Lease, Tenant may, except as otherwise provided in this Lease, receive, collect and enjoy the rents accruing under such sublease. Landlord shall not, by reason of this or any other assignment of such sublease to Landlord, nor by reason of the collection of the rents from a subtenant, be deemed liable to the subtenant for any failure of Tenant to perform and comply with any of Tenant's obligations to such subtenant under such sublease. Tenant hereby irrevocably authorizes and directs any such subtenant, upon receipt of a written notice from Landlord stating that a Breach exists in the performance of Tenant's monetary obligations under this Lease for the account of Tenant, to pay to Landlord the rents and other charges due and to become due under the sublease. Subtenant shall rely upon any such statement and request from Landlord and shall pay such rents and other charges to Landlord without any obligation or right to inquire as to whether such Breach exists and notwithstanding any notice from or claim from Tenant to the contrary. Tenant shall have no right or claim against said subtenant who has paid Landlord, or against Landlord, for any such rents and other charges so paid by said subtenant to Landlord until the Breach has been cured.

(c) In the event of an uncured Breach by Tenant in the performance of its obligations under this Lease, Landlord, at its option and without any obligation to do so, may require any subtenant to attorn to Landlord, in which event Landlord shall undertake the obligations of the sublandlord under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Landlord shall not be liable for any prepaid rents or security deposit paid by such subtenant to such sublandlord or for any other prior Defaults or Breaches of such sublandlord under such sublease.

(d) No subtenant shall further assign or sublet all or any part of the Premises without Landlord's prior written consent.

(e) Landlord shall deliver a copy of any notice of Default or Breach by Tenant to the subtenant, who shall have the right to cure the Default of Tenant within the grace period, if any, specified in such notice.

12. Default; Breach; Remedies

12.1 Default; Breach. A "**Default**" is defined as a failure by the Tenant to observe, comply with or perform any of the terms, covenants, conditions or rules applicable to Tenant under this Lease. A "**Breach**" is defined as the occurrence of any one or more of the following Defaults, and, where a grace period for cure after notice is specified herein, the failure by Tenant to cure such Default prior to the expiration of the applicable grace period, and shall entitle Landlord to pursue the remedies set forth in Sections 12.2 and/or 12.3 below:

(a) The cessation of its business at the Premises, vacating or abandoning Premises.

(b) Except as expressly otherwise provided in this Lease, the failure by Tenant to make any payment of Base Rent or any other monetary payment required to be made by Tenant hereunder, as and when due, the failure by Tenant to provide Landlord with reasonable evidence of insurance or surety bond required under this Lease, or the failure of Tenant to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of five (5) days following receipt by Tenant of written notice thereof by or Landlord to Tenant.

(c) Except as expressly otherwise provided in this Lease, the failure by Tenant to provide Landlord, when requested, with reasonable written evidence (in duly executed original form, if applicable) of: (i) compliance with Applicable Laws, (ii) the rescission of an unauthorized Assignment or subletting per Section 11, (iii) a Tenancy Statement as required by Section per Sections 15; (iv) the subordination or non-subordination of this Lease per Section 28, (v) the execution of any document requested under Section 36, or (vi) any other documentation or information in Tenant's possession which Landlord may reasonably require of Tenant under the terms of this Lease, where any such failure continues for a period of five (5) days following written notice by or on behalf of Landlord to Tenant.

(d) Failure of Tenant to (i) construct the Mandatory Tenant Improvements in the time and manner specified, or (ii) to conduct the Mandatory Programs in accordance with Section 4.1.

(e) A default by Tenant as to the terms, covenants, conditions or provisions of this Lease that are to be observed, complied with or performed by Tenant, other than those described in subsections (a), (b), (c), or (d) above, where such default continues for a period of thirty (30) days after receipt of written

notice thereof by or on behalf of Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed to be a Breach of this Lease by Tenant if Tenant commences such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.

(f) The occurrence of any of the following events: (i) the making by Tenant of any general arrangement or Assignment for the benefit of creditors; (ii) Tenant's becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within one hundred twenty (120) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; provided, however, in the event that any provision of this subsection (e) is contrary to any applicable law, such provision shall be of no force or effect. and not affect the validity of the remaining provisions.

(g) The discovery by Landlord that any financial statement given to Landlord by Tenant was materially false.

12.2 Remedies. Upon a Breach by Tenant, Landlord may at its option (but without obligation to do so), perform such duty or obligation on Tenant's behalf, including, but not limited to, the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. The ordinary and necessary costs and expenses of any such performance by Landlord shall be due and payable by Tenant to Landlord upon invoice therefor. If any check given to Landlord by Tenant shall not be honored by the bank upon which it is drawn, Landlord, at its option, may require all further payments to be made under this Lease by Tenant to be made only by cashier's check. In the event of a Breach of this Lease by Tenant, as defined in Section 12.1, with or without further notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such Breach, Landlord may:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant: (i) the worth at the time of the award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance

of the Term after the time of award exceeds the amount of such rental loss that the Tenant proves could be reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the economic detriment proximately caused by the Tenant' s failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, and that portion of the leasing commission paid by Landlord applicable to the unexpired Term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the prior sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent. Efforts by Landlord to mitigate damages caused by Tenant's Default or Breach of this Lease shall not waive Landlord's right to recover damages under this Section. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Landlord shall have the right to recover in such proceeding the unpaid rent and damages as are recoverable therein, or Landlord may reserve therein the right to recover all or any part thereof in a separate suit for such rent and/or damages.

(b) Continue the Lease and Tenant's right to possession in effect (California Civil Code §1951.4) after Tenant's Breach and abandonment and recover the rent as it becomes due, provided Tenant has the right to sublet or assign, subject only to reasonable limitations. See Sections 4, 11 and 33 for the limitations on assignment and subletting which limitations Tenant and Landlord agree are reasonable. Acts of maintenance or preservation, efforts to relet the Premises, or the appointment of a receiver to protect the Landlord's interest under the Lease shall not constitute a termination of the Tenant's right to possession.

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state wherein the Premises are located.

(d) The expiration or earlier termination of this Lease and/or the termination of Tenant's right to possession shall not relieve Tenant from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the Term hereof or by reason of Tenant's occupancy of the Premises or this Lease.

12.3 Late Charges. Tenant acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Therefore, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to six percent (6%) of such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will

incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's Default or Breach with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of Base Rent, then notwithstanding Section 3 or any other provision of this Lease to the contrary, annual Base Rent shall, at Landlord's option, become due and payable in full in advance.

12.4 **Breach by Landlord**. Landlord shall not be deemed in Breach of this Lease unless Landlord fails within a reasonable time to perform an obligation required to be performed by Landlord. For purposes of this Section 12.4, a reasonable time shall in no event be less than thirty (30) days, or such longer time period as may be specifically provided herein for a Default of the same obligation by Tenant, after receipt by Landlord and/or the holder of any mortgage or deed of trust covering the Premises whose name and address shall have been furnished Tenant in writing for such purpose, of written notice specifying wherein such obligation of Landlord has not been performed; provided, however, that if the nature of Landlord's obligation is such that more than the permitted time is reasonably required for its performance, then Landlord shall not be in breach of this Lease if performance is commenced within such permitted time and thereafter diligently pursued to completion.

13. Condemnation.

13.1 If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "**Condemnation**"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than twenty percent (20%) of the land area in the Park is taken by condemnation or Tenant's access to the Premises is adversely and materially impaired or as a result of which Tenant is unable to reasonably conduct its normal business on the Premises, Tenant may, at Tenant's option, to be exercised in writing within ten (10) days after Landlord shall have given Tenant written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority shall have taken possession) terminate this Lease at the sooner of (i) the date the condemning authority takes such possession or (ii) the date of the impairment. If Tenant does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in the same proportion as the area of the Premises taken bears to the total area of the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that the Tenant shall be entitled to any compensation for any loss separately awarded to Tenant for Tenant but only to the extent that such award does not reduce the award

payable to Landlord. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall to the extent of its net severance damages received, over and above the legal and other expenses incurred by Landlord in the condemnation matter, repair any damage to the Premises caused by such condemnation, except to the extent that Tenant has been specifically reimbursed therefor by the condemning authority. Tenant shall be responsible for the payment of any amount in excess of such net severance damages required to complete such repair.

13.2 The provisions of California Code of Civil Procedure Sections 1265.110, 1265.120, and 1265.130, which permit Tenant to terminate or seek termination of this Lease in the event of Condemnation, are hereby waived by Tenant, and the provisions of this Lease shall govern in case of any such Condemnation of the Premises or any part thereof.

14. Brokers. Landlord and Tenant each represents and warrants to the other Party that it has not engaged or had any dealings with any broker or agent in connection with this Lease. Landlord and Tenant each shall indemnify, protect, hold harmless and defend the other Party from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorneys' fees and all court costs) arising out of their breach of this representation and warranty.

15. Tenancy Statement. Within ten (10) days following any written request which Landlord may make from time to time, Tenant shall execute and deliver to Landlord a "Tenant Estoppel Certificate" in a form reasonably required by Landlord. Landlord and Tenant intend that any statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the Premises or any interest therein.

a. Tenant's failure to deliver such Tenant Estoppel Certificate within such time shall be conclusive upon Tenant (i) that this Lease is in full force, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than one (1) month's rental has been paid in advance. Tenant's failure to deliver the Tenant Estoppel Certificate to Landlord within ten (10) days of receipt shall constitute a material Default and Breach under this Lease.

b. If Landlord desires to sell, appraise, finance or refinance the Premises, or any part thereof, Tenant shall deliver, to any potential broker, buyer or lender designated by Landlord, such financial statements of Tenant or any Subtenant as may be reasonably requested or required by such lender, including financial statements for the past three (3) years. All such financial statements shall be received by such party in confidence and shall be used only for the purposes related to such sale, appraisal, finance or refinance transaction.

16. Landlord's Liability. The term **"Landlord"** as used herein shall mean the owner or owners at the time in question of the fee title to the Premises. Upon a transfer or assignment of Landlord's title or interest in the Premises, the transferring or assigning Landlord shall be relieved of all liability with respect to the obligations and/or

covenants under this Lease, whether incurred or accruing before or after such transfer or assignment, upon such obligations or covenants being assumed by the new Landlord. As a result, the obligations and/or covenants in this Lease to be performed by the prior Landlord shall be binding only upon the new Landlord following their assumption by the new Landlord. In the absence of such an assumption, the prior Landlord shall remain obligated pursuant to the terms of this Lease. Tenant and all successors and assigns agree that, in the event of any actual or alleged failure, breach or default under this Lease by Landlord: (a) the sole and exclusive remedy shall be against the Landlord's interest in the Premises; (b) no individual Landlord or any equity owner of a Landlord which is a legal entity ("**Owner**") shall be named as a party in any suit or proceeding (except as may be necessary to secure jurisdiction of the partnership, if applicable); (c) no Owner shall be required to answer or otherwise plead to any service of process; (d) no judgment will be taken against any Owner; (e) no writ of execution will ever be levied against the assets of any Owner; (f) the obligations of Landlord under this Lease do not constitute personal obligations of any Owner, or its individual directors, officers, managers, employees or shareholders, and Tenant shall not seek recourse against the Owner, or its directors, officers, managers, members, employees or shareholders, or any of their personal assets for satisfaction of any liability in respect to this Lease; and (g) any claim, defense, or other right of Tenant arising in connection with this Lease or negotiations before this Lease was signed shall be barred unless Tenant files an action or interposes a defense based thereon within one hundred eighty (180) days after the date of the alleged event on which Tenant is basing its claim, defense or right. In the event of a breach or default by Landlord under this Lease, in no event shall Tenant have the right to terminate this Lease as a result of such breach or default, and Tenant's remedies (subject to the provisions of this Section 15) shall be limited to damages and/or an injunction.

17. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. **Interest on Past-Due Obligations.** Any monetary payment due Landlord, other than late charges, not received by Landlord within ten (10) days following the date on which it was due shall bear interest from the eleventh (11th) day after it was due until paid in full at the rate of ten percent (10%) per annum, but, in no event, exceeding the maximum rate allowed by law, in addition to the late charge provided for in Section 12.3.

19. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

20. **No Prior or Other Agreements.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein and no other prior or contemporaneous agreement or understanding shall be effective, including, but not limited to, the Non-Binding Proposed Terms Summary.

21. **Notices.**

    a. All notices required or permitted by this Lease shall be in writing and may be delivered (i) in person (by hand, by messenger or by overnight courier service -

e.g. Federal Express) or (ii) by certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid. Notice shall be deemed sufficiently given if served in a manner specified in this Section 21 to the following addresses:

If to Landlord:	City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585 Attn: City Manager
With a copy to:	City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585 Attn: City Attorney
If to Tenant:	Cepeda Baseball Clubs, Inc. _____ _____ Attn: _____
With a copy to:	_____ _____ _____ Attn: _____

Either party may at any time, by written notice to the other party, specify a different address for notice purposes. A copy of all notices required or permitted to be given to Landlord or Tenant hereunder shall be concurrently transmitted to such Party or Parties at such addresses as Landlord may from time to time hereafter designate by written notice to the other.

b. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown on the receipt card, the postmark on the receipt card. If delivery is refused, notice shall be deemed given forty-eight (48) hours after the postmark date on the mail. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

22. Waivers. No waiver by a Party of the Default or Breach of any term, covenant or condition hereof by the other shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent default or breach by such Party of the same or of any other term, covenant or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease

requiring such consent. Regardless of Landlord's knowledge of a Default or Breach at the time of accepting rent, the acceptance of rent by Landlord shall not be a waiver of any preceding Default or Breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted.

23. **Recording.** Within ten (10) business days of the Commencement Date, the Parties shall execute a memorandum of this Lease in the form reasonably acceptable which Landlord shall cause to be recorded in the Official Records of Solano County ("**Memorandum of Lease**"). Upon termination or exercise of any rights under this Lease or an amendment of this Lease, the Parties shall execute and record an amendment to the Memorandum of Lease. Tenant shall cooperate with executing any documents reasonably required to effect this provision. Upon termination of the Lease, Tenant shall execute and acknowledge any documents reasonably requested by Landlord in order to terminate the Memorandum of Lease.

24. **No Right to Holdover.** Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or earlier termination of this Lease.

25. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

26. **Covenants and Conditions.** All provisions of this Lease to be observed or performed by a Party are both covenants and conditions.

27. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their successors and assigns and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this Lease shall be initiated in the Superior Court of the State of California for the County of Solano.

28. **Subordination; Attornment; Non-Disturbance.**

    a. **Subordination.** This Lease and the Options to Renew granted herein shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed by Landlord upon the real property of which the Premises are a part, to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees that the lender or lenders holding any such Security Device shall have no duty, liability or obligation to perform any of the obligations of Landlord under this Lease, but that in the event of Landlord's default with respect to any such obligation, Tenant will give any lender whose name and address have been furnished Tenant in writing for such purpose notice of Landlord's default and allow such Lender thirty (30) days following receipt of such notice for the cure of such default before invoking any remedies Tenant may have by reason thereof. If any Lender shall elect to have this Lease and the Option granted hereby superior to the lien of its Security Device and shall give written notice thereof to Tenant, this Lease and such Option shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

b. **Attornment.** Subject to the non-disturbance provisions below, Tenant agrees to attorn to a Lender or any other party who acquires ownership of the Premises by reason of a foreclosure of a Security Device, and that in the event of such foreclosure, such new owner shall not: (i) be liable for any act or omission of any prior Landlord or with respect to events occurring prior to acquisition of ownership, (ii) be subject to any offsets or defenses which Tenant might have against any prior Landlord, or (iii) be bound by prepayment of more than one (1) month's rent.

c. **Non-Disturbance.** With respect to Security Devices entered into by Landlord after the execution of this Lease, Tenant's subordination of this Lease shall be subject to receiving assurance (a "**non-disturbance agreement**") from the Lender that Tenant's possession and this Lease, including any options to extend the Term hereof, will not be disturbed so long as Tenant is not in Breach hereof and attorns to the record owner of the Premises.

d. **Self-Executing.** The agreements contained in this Section shall be effective without the execution of any further documents; provided, however, that, upon written request from Landlord or a broker, purchaser or lender in connection with a sale, financing or refinancing of the Premises, Tenant and Landlord shall execute such further writings as may be reasonably required to separately document any such subordination or non-subordination, attornment and/or non-disturbance agreement as is provided for herein.

29. **Attorney's Fees.** If a Party brings an action or proceeding (including arbitration as provided in this Lease) to enforce the terms of hereof or declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorney's fees, expenses and court costs. Such fees and costs may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, whether by final arbitration award, judgment, or the abandonment by the other Party of its claim or defense.

30. **Landlord's Access; Showing Premises; Repairs.** Landlord and Landlord's agents shall have the right to enter the Premises at any time in the case of an emergency, and otherwise at reasonable times, for the purpose of showing the same to prospective purchasers or lenders, and making such alterations, repairs, improvements or additions to the Premises as Landlord may reasonably deem necessary. All such activities of Landlord shall be without abatement of rent or liability to Tenant. **SPECIAL NOTE:** Nothing in this Lease shall restrict Landlord when acting as the municipal authority (City) responsible for health and safety from acting in accordance with its powers applicable to all parts of the City.

31. **Signs.** Tenant shall not place any sign upon the Premises, except that Tenant may, with Landlord's prior written consent, install such signs as are reasonably required to advertise Tenant's own business. The installation of any sign on the Premises by or for Tenant shall be subject to the provisions of Section 6.

32. **Termination; Merger; Documents.** Unless specifically stated otherwise in writing by Landlord, the voluntary or other surrender of this Lease by Tenant, the mutual termination or cancellation hereof, or a termination hereof by Landlord for Breach by Tenant, shall automatically terminate any sublease or lesser estate in the Premises, provided, however, Landlord shall, in the event of any such surrender, termination or cancellation, have the option to continue anyone or all of any existing subtenancies pursuant to the terms thereof. Landlord's failure within fifteen (15) business days following such event to make a written election to the contrary by written notice to the holder of any such lesser interest, shall constitute Landlord's election to have such event constitute the termination of such interest. Tenant's obligations regarding indemnity under this Lease shall survive termination of this Lease for any reason. In the event that any rights under this Lease are terminated in accordance with the applicable provision, upon the request, the Parties shall execute any documents requested to confirm such termination.

33. **Consents.** Except as otherwise provided in this Lease, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Subject to Section 11 (applicable to assignment or subletting), Landlord's consent to any act, assignment of this Lease or subletting of the Premises by Tenant shall not constitute an acknowledgment that no Default or Breach by Tenant of this Lease exists, nor shall such consent be deemed a waiver of any then-existing Default or Breach, except as may be otherwise specifically stated in writing by Landlord at the time of such consent. The failure to specify herein any particular condition to Landlord's consent shall not preclude the imposition by Landlord at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given with Tenant reserving the right at such time to contest the reasonableness of the conditions.

34. **Quiet Possession.** Upon payment by Tenant of the rent for the Premises and the observance and performance of all of the covenants, conditions and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Lease.

35. **Security Measures.** Tenant hereby acknowledges that the rental payable to Landlord hereunder does not include the cost of guard service or other security measures, and that Landlord shall have no obligation whatsoever to provide same. Tenant assumes all responsibility for the protection of the Premises, Tenant, its agents and invitees and their property from the acts of third parties.

36. **Reservations.** Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such non-interfering easements, rights and dedications that Landlord deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Tenant. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such non-interfering easement rights, dedication, map or restrictions.

37. **Authority.** Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf, and they shall deliver to Landlord evidence satisfactory to Landlord of such authority.

38. **No Offer.** The submission of this Lease and any ancillary documents to Tenant shall not constitute an offer to lease, and Landlord shall have no obligation of any kind, express or implied, to lease the Premises to Tenant until Landlord has approved, executed and returned to Tenant a fully signed copy of this Lease together with any ancillary documents Landlord may require.

39. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not unreasonably change Tenant's obligations hereunder, Tenant agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by an institutional, insurance company, conduit or pension plan lender in connection with the obtaining of normal financing or refinancing of the property of which the Premises are a part.

40. **Multiple Parties.** Except as otherwise expressly provided herein, if more than one person or entity is named as Tenant, the obligations of such multiple parties shall be the joint and several responsibility of all persons or entities named herein as Tenant.

41. **Non-Discrimination.** Tenant herein covenants by and for Tenant, Tenant's successors, heirs, executors, administrators and assigns, and all persons claiming under or through Tenant, and this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises, nor shall the Tenant, or any person claiming under or through Tenant, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, Tenants, subtenants, subtenants or vendees of the Premises.

42. **Non Collusion.** No official, officer, or employee of Landlord has any financial interest, direct or indirect, in this Lease, nor shall any official, officer, or employee of Landlord participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Tenant represents and warrants that (i) it has not paid or given, and will not pay or give, to any third party including, but not limited to, Tenant or any of its officials, officers, or employees, any money, consideration, or other thing of value as a result or consequence of obtaining this Lease; and (ii) it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not

limited to, any official, officer, or employee of Landlord, as a result or consequence of obtaining this Lease. Tenant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Lease void and of no force or effect.

43. **Right of Exclusive Negotiation**. Tenant shall have the right to enter into a sixty (60) day period of exclusive negotiation for the sale of the Premises as follows:

   a. During the Term, if Landlord decides, in its sole discretion, to offer the Premises for sale, and provided that (i) the Lease is in full force and effect; (ii) Tenant is not in Breach; and (iii) any such notice does not violate any applicable law; then Landlord shall deliver to Tenant both (a) written notice to Tenant specifying that Landlord has decided to attempt to sell the Premises, and (b) Landlord's standard form exclusive negotiation agreement which shall have a negotiation period of one hundred twenty (120) days ("**ENA**"). Tenant may, in its sole discretion, execute the ENA and return same to Landlord within fifteen (15) business days of receipt of the Notice. If Tenant does not execute and return the ENA within the time specified, the right hereunder shall cease and Landlord may proceed to offer the Premises for sale. If Tenant does execute and return the ENA in the time specified, the ENA shall become effective.

   b. Upon a sale of the Premises to a third party, the rights under this Section 43 shall cease and not apply to any future sale of the Premises.

   c. Landlord's election to attempt to sell the Premises shall be in Landlord's sole discretion.

   d. This provision shall only apply to the original Landlord.

44. **Exhibits.** Exhibits A, A-1, A-2, B, C, D, E-1, E-2 & F attached hereto are incorporated herein by reference.

The Parties hereto have executed this Lease which shall be effective as of the date specified below for the Landlord.

LANDLORD:

CITY OF SUISUN CITY,
a municipal corporation

By: _____
Mayor
_____, 2015

ATTEST:_____
_____, City Clerk

APPROVED AS TO FORM:

TENANT:

CEPEDA BASEBALL CLUBS, INC., a California corporation

By: _____

Its: _____

By: _____

Its: _____

ALESHIRE & WYNDER, LLP

By: _____
Anne Nelson Lanphar
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
APN. 0174-160-070

City Yard:

Being all that certain real property situate in the City of Suisun City, State of California, being a portion of Assessor's Parcel Number 0174-160-070 as said Parcel is shown on that certain Assessor's Map in Book 174 Page 19 in the Office of Solano County Assessor, and further being a portion of the lands described in the Quit Claim Deed filed for record June 18, 2004 as Document 2004-00082913 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at the intersection of the northerly projection of the east line with the easterly projection of the south line; thence along a line North, 850 feet; thence along a line West, 350 feet; thence along a line South, 850 feet; thence along said projection and said south line South 89d10'54" East, 350.04 feet to the Point of Beginning.

Mandatory Open Area: All the land within APN 0174-160-070 which is subject to the following:

(i) Restrictive Easement for Safety Area dated August 9, 1954 and recorded on September 20, 1954 as Instrument No. 14387 in Book 731 at Page 552 in the Official Records of Solano County, State of California.

(ii) Easement Deed dated November 6, 1990 and recorded on December 31, 1990 as Instrument No. 900101329 in the Official Records of Solano County, State of California.

Park:

Being all that certain real property situate in the City of Suisun City, State of California, being a portion of Assessor's Parcel Number 0174-160-070 as said Parcel is shown on that certain Assessor's Map in Book 174 Page 19 in the Office of Solano County Assessor, and further being a portion of the lands described in the Quit Claim Deed filed for record June 18, 2004 as Document 2004-00082913 in the office of the Solano County Recorder, **BUT excluding** the property described above as City Yard and Mandatory Open Area.

EXHIBIT A-1
DEPICTION OF MANDATORY OPEN AREA, PARK AND CITY YARD

Mandatory Open Area

City Yard

EXHIBIT B

COOPERATION PROCESS

The Little League is an important community organization. Tenant understands and supports its dedication to baseball and agrees to work with Landlord and the Little League with respect to the use of the Premises.

The Little League's season schedule is set in the prior December. Tenant shall meet with the Little League to establish and maintain an ongoing cooperative relationship and to coordinate the use of the Premises. As of the Commencement Date, Tenant and the Little League have entered into an agreement dated May 18, 2015. The Little League and Tenant have also agreed as follows:

- Cepeda Baseball construct the Mandatory Tenant Improvements (Phase I and Phase II) at its sole cost and expense within the first two years of signing the agreement.
- Cepeda Baseball will also construct the Optional Tenant Improvements at its sole cost and expense when it exercised the Second Option to Extend the Lease with the City of Suisun. However, Cepeda Baseball may elect to not exercise the Second Option.
- Suisun Little League will not be asked to contribute financially to either the Mandatory Tenant Improvements or the Optional Tenant Improvements regardless of the use or benefits derived from such facility improvements.
- Suisun Little League will provide Cepeda Baseball with a schedule of activities for the year. This schedule will be submitted by January 1 of each year but no later than 90 days prior to the beginning of the season and will include both, regular season and fall ball.

If Tenant and Little League have any disputes over the use of the Premises, Landlord shall use its best efforts to help resolve the dispute. Upon receipt of notice of such dispute, Landlord shall appoint two (2) staff members to attempt to resolve the dispute which may include meetings with all the parties and Landlord emphasizing its reserved use rights under the Little League Lease.

If the final outcome of a material dispute results in a situation that materially adversely affects Tenant's use of the Premises inconsistent with the terms of this Lease ("**Adverse Determination**"), Tenant (but not any assignee or other successor of Tenant) shall have the right to terminate the Lease, any time within sixty (60 days after the Adverse Determination provided: (i) Tenant delivers to Landlord written notice providing detailed summary as to the material adverse consequents to Tenant ("**Termination Notice**"); (ii) Tenant is not in Default or Breach on the date that the Termination Notice is delivered to Landlord (**"Termination Notice Date"**); and (iii) Tenant pays to Landlord in good funds concurrently with the Termination Notice the sum equal to the present value (discounted at 5%) of the Base Rent for the then

remaining Lease Term (**"Termination Payment"**). Tenant's exercise of this right to terminate shall be irrevocable and the Lease shall terminate sixty (60) days after the delivery of the Termination Notice to Landlord. Tenant shall comply with all obligations under the Lease to the Termination Date.

EXHIBIT C

FAIR MARKET RENT DETERMINATION PROCESS

If Tenant has exercised the Second, Fourth or Sixth Option to Extend, Landlord and Tenant shall meet and use good faith efforts to determine the fair market rent ("**FMR**") for the Extended Term. If the Parties cannot reach mutual agreement within thirty (30) days after Tenant's delivery of the Option Exercise Notice ("**Good Faith Period**"), then within thirty (30) days after expiration of the Good Faith Period, then the Parties shall agree to proceed under one of the following procedures. If the Parties do not mutually agree to accept (a) below, then the Parties shall promptly proceed under (b):

(a) Landlord and Tenant shall immediately appoint a mutually acceptable appraiser or broker to establish the FMR within the next thirty (30) days. Any associated costs will be split equally between the Parties.

(b) Each Party shall each immediately make a reasonable determination of the FMR and submit such determination (with reasonable details as to the method of calculation) in writing to arbitration in according with the follow provisions:

(i) Within fifteen (15) days thereafter, each Party shall select an appraiser of their choice but who must have at least five (5) years' experience in commercial appraising, to act as an arbitrator. The two (2) arbitrators so appointed shall within ten (10) days of their appointment meet and agree upon and appoint a third arbitrator who shall be qualified under the same experience criteria.

(ii) The three (3) arbitrators shall, within thirty (30) days of the appointment of the third arbitrator, reach a decision as to whether the Landlord's or the Tenant's FMR is the closest thereto. The decision of the majority of the arbitrators shall be binding on Landlord and Tenant.

(iii) The entire cost of the arbitration shall be paid by the Party whose submitted FMR is not selected i.e. the one that is NOT the closes to the actual FMR.

(c) When determining FMR, the Parties and their respective arbitrators shall consider the terms of comparable transactions within the state. Also the determination shall be based on the existing use of the Property and not highest and best use criteria.

(d) Upon final determination of the FMR, the Parties shall execute an appropriate supplement/amendment to the Lease confirming the Base Rent for the Extended Period.

EXHIBIT D
MANDATORY PROGRAMS

Tournaments:

- Tournaments will be held an average of **twice per month.**
- Baseball & fast pitch Softball

Baseball Camps and Clinics:

- Specialized clinics (Hitting, Pitching, Catching, and Fielding)
- Coaching clinics (individual & groups)
- Individual and team practices/coaching sessions (Tenant's Staff will assist other teams structuring their training programs and team practices)
- Mental approach to the game
- Game and practice preparation
- Skill enhancements (on & off the field)

Events:

- Competitive Leagues hosted by Tenant
- College Recruiting Clinics
- Coaching seminars
- All Pro camps featuring past and current MLB players
- Little League camps sponsored by Tenant
- Coaches Certification program

Additional Requirements:

(a) Commencement of Mandatory Programs: Tenant shall commence the Tournaments not later than September 2015.

(b) Requirements for Special Events: In conjunction with operating the Mandatory Programs and other special events, Tenant work with the City (as the appropriate public agency) at Tenant's sole cost and expense to:

- Secure all required permits
- Arrange for additional security for traffic and crowd control (and any additional special security for the protection of notable celebrities)
- Parking (off site if necessary) and transportation to the Premises
- Restroom facilities (port-a-potties and hand-washing facilities)
- Any other reasonable requirements to facilitate the event which may vary depending on expected attendance.

(c) Cooperation with Local Hotels. Tenant shall work with the City and local business including, but not limited to, local hotels to provide special arrangements for attendees and Tenant shall reasonably promote such special arrangements as part of its event marketing.

(d) Sales Tax Revenue. Tenant agrees to encourage vendors to attend the special events and work with the City to ensure that the sales taxes from vendor sales will be attributed to the City by the Franchise Tax Board.

EXHIBIT E-1

MANDATORY TENANT IMPROVEMENTS

Tenant shall construct the Mandatory Tenant Improvements summarized below in the time and manner specified below.

PHASE I	
LEASE YEAR 1 (FIRST 6 MONTHS) MANDATORY TENANT IMPROVEMENTS	
Description of Improvement	**Estimated/ Minimum Cost**
Light fixtures and complex lighting	$ 16,271
Scoreboards (maintenance/replacement)	8,020
Stands/bleachers (including Little League)	75,480
Field maintenance and improvements	5,000
Dugouts uplift	7,804
Indoor and outdoor cages	25,000
PHASE I TOTAL:	$ 137,575

PHASE II	
LEASE YEAR 1 (SECOND 6 MONTHS) MANDATORY TENANT IMPROVEMENTS	
Description of Improvement	**Estimated/ Minimum Cost**
Field maintenance and improvements	8,020
Drain/irrigation system	TBD
Dugout uplift	10,000
Merchant booths (allowance)	8,000
Snack bar renovations into sports bar with alcoholic beverages and good (allowance)	50,000
PHASE II APPROXIMATE TOTAL	$ 94,585

Phase 1 Improvements: The Phase 1 Improvements must be constructed and completed by Tenant within six (6) months of the Commencement Date.

Phase 2 Improvements: The Phase 2 Improvements must be constructed and completed by Tenant within twelve (12) months of the Commencement Date.

General: Prior to commencement of any work on the Mandatory Tenant Improvements, Tenant must deliver copies of plans and specifications for the applicable phase of the Mandatory Tenant Improvements and Tenant shall obtain, at its cost, all necessary permits from the City in accordance with the City's standard procedures. Furthermore, prior to commencing construction, Tenant shall provide City as landlord (i) a copy of the construction contracts for the applicable improvements from reputable and licensed contractors, and (ii) deliver the greater of $100,000 or the sum equal to 125% of the construction cost of then applicable improvements (Phase 1 or Phase 2 Mandatory Improvements) being constructed less any remaining deposit* either: (a) to the City which shall reimburse Tenant upon completion of the work and submission of proof of payment of the subcontractors and suppliers together with mechanic lien releases; or (b) to a neutral construction disbursement escrow mutually acceptable to the parties with the funds to be distributed by escrow during the course of construction to directly pay subcontractors/suppliers upon completion of their work. Disbursements will subject to City's receipt of City inspection of the work, mechanic lien releases, etc. Upon commencement of the applicable improvements, Tenant must diligently prosecute same to completion and not permit any mechanic liens to be recorded against the Property. All work must be constructed in compliance with all Applicable Laws and Section 6.

* After completion a phase of improvements, any remaining amount will offset the next amount required to be deposited. For example, if the estimated cost of Phase 1 improvements is $100,000, Tenant must deposit $125,000. If the Phase 1 improvements are completed for $90,000, there will be a remaining amount of $35,000 on deposit. If the estimated cost of the Phase 2 improvements is $80,000, Tenant shall be required to deposit $75,000 being 125% of $80,000, less the $35,000 remaining deposit from Phase 1.

EXHIBIT E-2

OPTIONAL TENANT IMPROVEMENTS

The specific requirements of the Option Tenant Improvements (as defined in Section 1.3) shall be determined by mutual agreement of the parties as part of the Exclusive Negotiation process specified in Section 1.3.

Prior to commencement of any work with respect to the Optional Additional Improvements ("**OA Improvements**"), Tenant must deliver copies of plans and specifications for the OA Improvements and Tenant shall obtain, at its cost, all necessary permits from the City in accordance with the City's standard procedures. Furthermore, prior to commencing construction, Tenant shall provide City as landlord (i) a copy of the construction contracts for the OA Improvements from reputable and licensed contractors, and (ii) deliver the sum equal to 125% of the construction cost of the OA Improvements to be held by a neutral construction disbursement escrow mutually acceptable to the parties with the funds to be distributed by escrow during the course of construction to directly pay subcontractors/suppliers upon completion of their work. Disbursements will subject to City inspection of the work, mechanic lien releases, etc. Upon commencement of the OA Improvements Tenant must diligently prosecute same to completion and not permit any mechanic liens to be recorded against the Property. All work must be constructed in compliance with Section 6 and all Applicable Laws.

EXHIBIT F

TENANT MAINTENANCE STANDARDS & OBLIGATIONS

EXHIBIT C MANDATORY STANDARDS
MAINTENANCE SCHEDULE

ID	TASK NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
1	**Daily Tasks w/ any use**												
2	Trash pick-up - Take to dumpster	X	X	X	X	X	X	X	X	X	X	X	X
3	Clean restrooms & stock	X	X	X	X	X	X	X	X	X	X	X	X
4	Take in bases/place plugs	X	X	X	X	X	X	X	X	X	X	X	X
5	Rake, water, drag infields (brick dust)	X	X	X	X	X	X	X	X	X	X	X	X
6	Fill in home, plates & pitchers mound	X	X	X	X	X	X	X	X	X	X	X	X
7	Water & level brick dust	X	X	X	X	X	X	X	X	X	X	X	X
8	Mop & sweep building	X	X	X	X	X	X	X	X	X	X	X	X
9	Clean tables	X	X	X	X	X	X	X	X	X	X	X	X
10	Clean concession stand	X	X	X	X	X	X	X	X	X	X	X	X
11	Sweep dugouts- clean benches	X	X	X	X	X	X	X	X	X	X	X	X
12	Clean score booths	X	X	X	X	X	X	X	X	X	X	X	X
13	Store all maintenance equipment	X	X	X	X	X	X	X	X	X	X	X	X
14	**Weekly Tasks**												
15	Cut grass			X	X	X	X	X	X	X	X	X	
16	Check bases and home plate			X	X	X	X	X	X	X	X	X	
17	Clean trash cans			X	X	X	X	X	X	X	X	X	
18	Sprinkler testing			X	X	X	X	X	X	X	X	X	
19	Wash/sweep dugouts			X	X	X	X	X	X	X	X	X	
20	Inspect chain link fence/gates			X	X	X	X	X	X	X	X	X	
21	Grade pitchers mound			X	X	X	X	X	X	X	X	X	
22	Clean score booths/rake crowns			X	X	X	X	X	X	X	X	X	
23	Clean clubhouse			X	X	X	X	X	X	X	X	X	
24	Check bleacher seats & rails			X	X	X	X	X	X	X	X	X	
25	Drag warning track			X	X	X	X	X	X	X	X	X	
26	Check sprinkler controllers			X	X	X	X	X	X	X	X	X	
27													
28													
29													
30													

Highlighted cells signify tasks to be done in that month

ID	MAINTENANCE SCHEDULE TASK NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
31	**Bi weekly Tasks**												
32	Cut grass	X	X										X
33	Sprinkler testing	X	X										X
34	Clean clubhouse	X	X										X
35	Check bleacher seats & rails	X	X										X
36	Check sprinkler controllers	X	X										X
37	**Monthly Tasks**												
38	Edge turf area at fence lines		X	X	X	X	X	X	X	X	X	X	
39	Drag non-turf areas between fields		X	X	X	X	X	X	X	X	X	X	
40	Clean under bleachers			X	X	X	X	X	X	X	X	X	
41	Line foul lines in turf		X	X	X	X	X	X	X	X	X	X	
42	Check scoreboards & panels			X	X	X	X	X	X	X	X	X	
43	Trim crowns			X	X	X	X	X	X	X	X	X	
44	Clean windows												
45	**Annual Tasks**												
46	Fertilize			X	X								
47	Add brick dust	X	X	X									X
48	Remove berms at brick & turf	X	X	X									X
49	Check & repair irrigation systems	X	X	X									X
50	Spray for weeds in non turf area	X	X	X	X								X
51	Touch up painting	X	X	X									X
52	Clean garage	X	X	X									X
53	Tree trimming	X	X	X									X
54	Field #1 outfield fence bush trim	X	X	X									X
55	Clean gutters & DI's of leaves	X	X	X								X	X
56	Level fields & compact brick dust	X	X	X									X
57	Repair gates & fences	X	X	X									X
58	Seed damaged turf	X	X	X									
59	Aerate all grass areas	X	X	X									

Highlighted cells signify tasks to be done in that month

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Suisun City
Attn: City Clerk
701 Civic Center Blvd.
Suisun City, CA 94585

LEASE AGREEMENT

CITY OF SUISUN CITY

and

SUISUN AMERICAN LITTLE LEAGUE

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EXHIBITS

Exhibit A	Description of Premises
Exhibit A-1	Description of Lambrecht Sports Complex
Exhibit B	Expenditures by Landlord
Exhibit C	Form of Promissory Note
Exhibit D	Approved Maintenance Program

LEASE AGREEMENT

This Lease Agreement ("Lease") is made effective as of September 1, 1991 (the "Effective Date"), between the City of Suisun City, a California municipal corporation, hereinafter referred to as "Landlord", and Suisun American Little League, a California non-profit public benefit corporation, hereinafter referred to as "Tenant". Landlord leases to Tenant and Tenant hires from Landlord the Premises hereinafter described, upon and subject to all of the terms, covenants and conditions of this Lease.

1. PREMISES.

A. Location and Improvement. The "Premises" consist of approximately 6.82 acres of land situated on Scandia Road in Suisun City, Solano County, California, within the 79.6 acre parcel of land described in **Exhibit "A-1"** attached to and made a part of this Lease, commonly known as Lambrecht Sports Complex. A description of the Premises is attached to and made a part of this Lease as **Exhibit "A"**. Landlord owns fee title to Lambrecht Sports Complex subject to an estate for years reserved to The Redevelopment Agency of the City of Suisun City (the "Agency"). Landlord leased the Agency's interest as the holder of an estate for years in Lambrecht Sports Complex, pursuant to a written Restated Ground Lease with Option to Purchase dated as of March 30, 1995, by and between Landlord, as Tenant, and the Agency, as Landlord (the "Master Lease"). This Lease is subject to all of the provisions of the Master Lease.

B. Premises. Reference to the "Premises" is to the described land exclusive of any improvements now or hereafter located on the Premises, notwithstanding that any such improvements may be or be construed as affixed to and as constituting part of the real property. The primary purpose of this Lease is for Tenant to conduct "Little League Baseball" activities and activities in support of Suisun American Little League on the Premises.

C. Landlord Improvements. Landlord shall have no obligation to make any improvements or alterations of the Premises or any improvements thereon during the term of this Lease. Landlord may, in Landlord's sole discretion, furnish funds, services, or materials to or for the benefit of Tenant or the Premises, subject to reimbursement by Tenant as stipulated in Paragraph 4, below.

2. TERM.

A. Initial Term. The Initial Term of this Lease shall be for eighteen (18) full calendar years beginning on the commencement date of the regular Suisun American Little League Baseball playing season for the year beginning 1994 and ending at 11:59 p.m. on December 31, 2011 (the "Term Expiration Date"), unless extended or

sooner terminated as provided for in this Lease. Unless Tenant effectively extends the Maturity Date of Tenant's Note to Landlord as provided in Paragraph 4, the value of funds, services or materials provided by Landlord shall be totally reimbursed by Tenant, with interest, on or before the September 1 most immediately preceding the Term Expiration Date as a condition to the effectiveness of any extension of the term pursuant to the options to extend, below.

B. First Option to Extend. Tenant may, at Tenant's option, extend the Initial Term of this Lease for an additional period of five (5) years, subject to all the provisions of this Lease (the "First Option"). If the First Option is effectively exercised, all references in this Lease to the term shall be considered to mean the term as extended by the First Option, and all references to termination or to the end of the term shall be considered to mean the termination or end of the term as so extended. The grant of the First Option is subject to the following conditions precedent:

(1) The Lease shall be in effect at the time notice of exercise of the option is given and on the date the extended term is to commence;

(2) Tenant shall not be in default under any provision of this Lease or Tenant's Note to Landlord at the time notice of exercise of the option is given or on the date the extended term is to commence;

(3) If any improvements on the Premises have been substantially damaged or destroyed by uninsured casualty during the last twelve (12) months of the term and the casualty is not required to be insured under this Lease, Tenant (a) shall have constructed or agreed to construct, at Tenant's cost, improvements on the Premises of at least equal value to those damaged or destroyed or (b) shall have repaired the damage or destruction and restored the Premises to substantially the same condition as existed immediately prior to the date the damage or destruction occurred. Exercise of the option, following such damage or destruction and before such construction, agreement, repair or restoration shall be conclusively construed as an agreement by Tenant to construct, repair, or restore as stipulated in this paragraph; and

(4) Tenant's compliance with the following procedure for exercising the option:

a. At least 180 days before the last day of the term, Tenant shall give Landlord written notice irrevocably exercising the option ("Term Extension Notice").

b. In lieu of executing a new lease, each party shall, at the request of the other, endorse on the original Lease or on a true copy of the original Lease that party's signature or signatures, the date the option was exercised, and the words "option exercised". Alternatively, each party shall, at the request

of the other, execute a memorandum, in recordable form, acknowledging the fact that the option has been exercised and otherwise complying with the requirements of law for an effective memorandum or abstract of lease.

C. Second Option To Extend. Tenant may, at Tenant's option, further extend the term of this Lease (as extended by the First Option term) for an additional five (5) year period (the "Second Option"), subject to all of the provisions of this Lease including all of the conditions precedent and procedures as set forth in Paragraph 2.B above. Tenant shall have no further options to extend the term beyond the First Option and the Second Option.

D. Landlord's Discretion to Revoke Options. Landlord shall have the right to revoke the First Option, the Second Option or both options for cause, upon a finding by Landlord's City Council, after hearing, of any one or more of the following: (i) Lambrecht Sports Complex is underutilized, (ii) Tenant has failed to maintain the Premises and improvements in the condition required by this Lease, or (iii) there exists an overriding public need for the use of the Premises or Lambrecht Sports Complex for public recreational purposes. Tenant shall have the right and opportunity to appear at the hearing and to produce evidence.

E. Holding Over. Any holding over after the expiration of this Lease with the consent of Landlord shall be construed as a month-to-month tenancy at the same rental described herein, and otherwise in accordance with all other terms set forth in this Lease, excluding options. Tenant shall also indemnify and hold Landlord harmless from any loss or liability resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made by any succeeding tenant arising from such delay.

3. RENT: "TRIPLE NET" LEASE. Tenant agrees to pay to Landlord as rent for the Premises the sum of $1.00 per year, without demand, notice, offset or deduction. Rent is payable in United States funds commencing on September 1, 1993 and on each September 1 thereafter throughout the Lease term. Landlord and Tenant intend this to be a "triple net" lease, which means that all costs, expenses and obligations of every kind relating to the Premises and the improvements thereon, which may become due during the term of this Lease, shall be paid by Tenant as additional rent.

4. DEBT REPAYMENT.

A. Tenant's Note Payable. As additional consideration for this Lease, Tenant shall repay Landlord the total value of funds, services or materials provided by Landlord to or for the benefit of Tenant or the Premises, with interest thereon from May 1, 1996, at the rate of four and one-half percent (4.5%) per annum. Interest only shall be payable on the unpaid principal balance on September 1, 1996. Thereafter, principal and

interest shall be payable in consecutive annual installments of $4,085, commencing September 1, 1997 and continuing until the Maturity Date, at which time the entire unpaid principal balance and all accrued interest thereon shall be due and payable. The "Maturity Date" shall mean the September 1 most immediately preceding the Term Expiration Date, unless Tenant effectively extends the Maturity Date in accordance with Paragraph 4.B or 4.C, below. **Exhibit "B"** attached to and made a part of this Lease details Landlord's expenditures to the date specified on **Exhibit "B"**. Concurrently with its execution of this Lease, Tenant shall execute and deliver to Landlord Tenant's promissory note (the "Note") in the form of **Exhibit "C"** for the total amount payable by Tenant set forth in **Exhibit "B"**. Landlord will cause its Finance Department to prepare and deliver to Tenant annual statements of the outstanding balance payable by Tenant under this Paragraph 4 and will cause the Finance Department to make updated balance information available to Tenant not more often than annually, on or before July 15 of each year, upon Tenant's reasonable written request.

B. Option to Extend Maturity Date. If Tenant effectively exercises the First Option granted to it in Paragraph 2.B, Tenant may, at Tenant's option, elect to extend the Maturity Date of the Note for an additional period of five (5) years by giving written notice of such election to Landlord concurrently with the Term Extension Notice required by Paragraph 2.B(4)a. If Tenant has previously extended the Maturity Date in connection with Tenant's exercise of the First Option and Tenant effectively exercises the Second Option granted to it in Paragraph 2.C, Tenant may, at Tenant's option, elect to extend the Maturity Date of the Note for a second additional period of five (5) years by giving written notice of such election to Landlord concurrently with the Term Extension Notice required by Paragraph 2.C.

C. Effect of Revocation of Option. If Landlord revokes the First Option or the Second Option or both options for cause pursuant to Paragraph 2.D, then, notwithstanding any contrary provision of this Lease, but subject to the conditions precedent set forth below, Tenant may elect to extend the Maturity Date of the Note in accordance with this Paragraph 4.C. If Landlord revokes the First Option, Tenant may, at Tenant's option, elect to extend the Maturity Date for an additional period not to exceed ten (10) years, by giving written notice of such election to Landlord within thirty (30) days after the date of the hearing at which Landlord's City Council makes the finding(s) upon which the revocation is based (the

"Revocation Hearing"). If Landlord revokes the Second Option, Tenant may, at Tenant's option, elect to extend the Maturity Date for an additional period not to exceed five (5) years, by giving written notice of such election to Landlord within thirty (30) days after the Revocation Date. The grant of each of the foregoing options to extend the Maturity Date is subject to the following conditions precedent:

1. The Lease shall be in effect at the time notice of Tenant's election to extend the Maturity Date (the "Maturity Extension Notice") is given; and

2. Tenant shall not be in default under any provision of this Lease or the Note at the time the Maturity Extension Notice is given, or on the date the Lease term expires.

D. If tenant effectively extends the Maturity Date, the parties shall promptly amend the Note to state the Maturity Date, as extended.

5. TAXES;. Tenant shall pay at least ten (10) days before delinquency, without abatement, deduction or offset, all taxes, including real and personal property taxes, possessory interest taxes, assessments (whether general or special, ordinary or extraordinary), license fees and other charges levied and assessed against or applicable to the Premises, the improvements thereon or any Tenant's personal property installed or located on the Premises, or arising out of this Lease or Tenant's use of the Premises and improvements. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

6. USE; PURPOSES.

A. Permitted Use. Tenant shall use the Premises for the sole purpose of conducting a Little League Baseball program and activities and purposes incidental to such use (the "Permitted Use"). Landlord shall have the right to approve or deny related and incidental uses of the Premises by Tenant, but shall not withhold such approval unreasonably. Any such use by Tenant shall be on a completely nondiscriminatory basis, except to the extent that such discrimination, if any, is permissible under valid and applicable

federal, state, county and local law, including federal and state constitutional law. The Permitted Use shall include providing access to members of the public for the purpose of viewing or supporting Tenant's Little League Baseball program. Tenant shall ensure that all activities on the Premises are properly supervised.

B. Terms and Conditions. The Permitted Use is subject to the following terms and conditions:

(1) Tenant shall have exclusive use of the Premises during all scheduled times for the purpose of conducting Little League Baseball games, practices, fund raisers, tryouts and activities as approved by Tenant's governing Board of Directors.

(2) Tenant shall provide to Landlord by February 1 of each year during the term, or such earlier or later date as agreed to in writing by Landlord, a list of all activities planned for that calendar year.

(3) Tenant shall furnish to Landlord, at Tenant's cost, not later than September 1 of each year of the term, Tenant's annual budget and financial statement prepared in accordance with the National Charter of Little League Baseball.

(4) Tenant shall, at Tenant's sole cost and expense, fully comply with, and shall cause its officers, directors, agents, representatives, participants, spectators, contractors and invitees to fully comply with, all federal, state, county and local laws, ordinances, codes, rules, orders and regulations applicable to Tenant, the Premises, the improvements thereon, or Tenant's use and occupancy of the Premises and improvements, including those requiring capital improvements. Tenant shall also comply fully, at Tenant's sole cost and expense, with the National Charter of Little League Baseball. If any licenses, permits or other governmental authorizations (collectively "Permits") are required for the lawful use or occupancy of the Premises or improvements or any portion thereof, Tenant, at Tenant's cost, shall obtain and maintain the required Permits throughout the term.

(5) Tenant shall develop, in accordance with plans and specifications approved by Landlord, and maintain at all times in good, safe, neat and clean condition and repair, four Little League Baseball diamonds and support structural facilities on the Premises year round, all at the sole expense of Tenant.

(6) Landlord shall have the right to use the Premises and the improvements thereon for uses for which the same are designed when the playing fields on the Premises are not in actual use by Tenant. Landlord must obtain Tenant's approval prior to any use of the Premises and improvements. Tenant's approval will not be unreasonably withheld or delayed.

(7) Tenant shall not use or permit the Premises or improvements, or any portion thereof, to be improved, developed, used or occupied in any manner or for any purpose that is in any way in violation of any law, ordinance, code, order, rule or regulation of any federal, state, county, local or other governmental agency, body or entity. Furthermore, Tenant shall not maintain, commit or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or improvements or any part thereof.

(8) Tenant shall not use, store, dispose of or create, nor permit the use, storage, disposal or creation of, any Hazardous Substances on the Premises. Notwithstanding the foregoing, Tenant shall be permitted to use in connection with the treatment of landscaping reasonable quantities of such chemicals, pesticides or herbicides (whether or not such materials are considered Hazardous Substances) approved in writing by Landlord for such use in strict conformance with applicable laws, ordinances, codes, orders, rules and regulations issued by Solano County and any other federal, state, local or other governmental authority with jurisdiction. The term "Hazardous Substances" as used in this Lease shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety or welfare, the environment or the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, flammable explosives, radioactive materials, polychlorinated biphenyls, asbestos in any form that is or could become friable, or any products, by-products or fractions any of the foregoing.

C. Landlord's Entry. Landlord and its authorized representatives shall have the right to enter the Premises and improvements thereon at all reasonable times for any of the following purposes:

(1) To determine whether the Premises and improvements are in good, safe, neat and clean condition and whether Tenant is complying with its obligations under this Lease;

(2) To do any necessary maintenance and to make any restoration to the Premises that Landlord has the right or obligation to perform;

(3) To serve, post, or keep posted any notices required or allowed by law or under the provisions of this Lease;

(4) To do any other act or thing necessary for the safety or preservation of the Premises and improvements thereon.

Landlord shall not be liable in any manner for any inconvenience, disturbance, nuisance, or other damage arising out of Landlord's entry as provided in this paragraph. Landlord shall conduct its activities as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant.

7. PARKING. Tenant shall have non-exclusive use of parking facilities serving the Premises during the term. Landlord retains all rights, including management, operation and revenue from use of the parking lot.

8. IMPROVEMENTS.

A. Construction. As additional consideration for this Lease, between the Effective Date of this Lease and the beginning of the regular Little League Baseball playing season for 1993, Tenant constructed and installed, at Tenant's cost, four baseball diamonds on the Premises, including the following additional improvements:

(1) Restrooms;
(2) Irrigation System;
(3) Equipment/Storage Building;
(4) Fencing;
(5) Concession Facility;
(6) Warm-Up Areas; and
(7) Scorebooths.

Tenant shall with reasonable diligence prosecute to completion the construction of all improvements, additions and alterations to the Premises.

B. Compliance with Laws. The above improvements shall be constructed in accordance with the plans and specifications approved by Landlord ("Plans") and in compliance with all federal, state, county and local laws, ordinances, codes, orders, rules and regulations. Tenant acknowledges that construction on the Premises may be subject to the Americans with Disabilities Act and all regulations issued pursuant thereto. All required building and other permits in connection with the construction of the improvements shall be obtained and paid for by Tenant. All contractors engaged by Tenant shall be bondable, licensed in California and possessing good labor relations. Upon completion, a representative of Landlord shall have the right (but not the obligation) to inspect the improvements to confirm they were constructed in accordance with the Plans. No such inspection shall constitute or be deemed a representation or warranty by Landlord as to the adequacy, performance or desirability of the improvements

or any portion thereof. Tenant shall procure and deliver to Landlord, at Tenant's expense, satisfactory evidence of compliance with the foregoing requirements, together with "as built" plans and specifications for, and evidence reasonably satisfactory to Landlord of the cost of, all improvements (including irrigation systems and underground utilities) constructed by Tenant.

C. No Liens. Tenant shall keep Lambrecht Sports Complex, the Premises and improvements free from any and all liens arising out of any work performed or materials furnished to or in connection with the Premises or the improvements and shall promptly pay all contractors, materialmen and suppliers used by Tenant. If any lien is filed, Tenant shall bond against or discharge the same within ten (10) days of filing. Tenant shall indemnify, defend, protect and hold Landlord, the Agency, their respective officers, agents, employees and representatives, any lender, Lambrecht Sports Complex, the Premises and the improvements, and every part thereof, free and harmless from and against any and all claims, liability, losses, costs, damages, demands, suits, actions or expenses (including reasonable attorneys' fees) arising out of or resulting from any work done on or about the Premises by Tenant or at Tenant's direction, including Tenant's contractors, subcontractors, materialmen, suppliers, representatives or agents.

9. MAINTENANCE OF PREMISES.

A. Tenant's Maintenance. Throughout the term of this Lease, Tenant shall, at Tenant's sole cost and expense, maintain (including removal of debris and/or trash generated by maintenance or use) the Premises and all improvements in good, safe, neat and clean condition and repair, ordinary wear and tear excepted.

B. Maintenance Program. Not later than September 1 of each year of the Lease Term, Tenant shall submit to Landlord for its approval, a written annual maintenance program for the Premises. Said annual maintenance program shall contain specific provision for turf and infield maintenance, including but not limited to:

(1) General Conditions

a. Limits of maintenance area;
b. Tools and equipment to be used by Tenant for maintenance;
c. Safety considerations and volunteer and/or work force training as required by law;
d. Maintenance log containing data, work performed and by who;
e. Supervision structure;
f. Volunteer or work force limitations;
g. Graffiti removal;

h. Removal or storage of hazardous materials as required by law;

i. Restoration procedure due to vandalism or acts of God; and

j. Storage provision for fertilizers, chemicals, and/or concession items.

(2) Maintenance Schedule Specific to Seasons

a. Type of work to be completed;

b. Frequency;

c. Irrigation and repair checks;

d. Debris removal specific to maintenance and concessions;

e. Fertilizing and weed control;

f. Pest/disease control;

g. Pruning and trimming trees and hedges;

h. Structural care;

i. Drainage system; and

j. Driveways and sidewalks.

(3) Materials used (subject to approval by Landlord)

a. Fertilizer;

b. Chemicals;

c. Cleaners; and

d. Petroleum products.

The approved maintenance program for the Premises for September 1, 1995 - August 31, 1996 is attached hereto as **Exhibit "D"**.

C. Failure to Maintain. In the event that Tenant fails to maintain the Premises and improvements in the condition required by this Lease, Landlord shall inform Tenant in writing of the failure. Thirty (30) days after the date of such notice, Landlord shall have all of the remedies set forth in Paragraph 18, below, unless Tenant's maintenance obligation is fulfilled within that thirty (30)-day period.

D. Tenant's Compliance with Laws. Tenant shall, at all times during the term of this Lease, at Tenant's own cost and expense:

(1) Make all alterations, additions or repairs to the Premises and any improvements thereon required by any applicable law, ordinance, code, order, rule or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency, body or entity;

(2) Observe and comply with all applicable laws, ordinances, codes, orders, rules and regulations now or hereafter made or issued respecting the Premises or the improvements thereon or Tenant's use thereof, by any federal, state, county, local or other governmental agency, body or entity;

(3) Indemnify and hold Landlord, the Agency, and their respective officers, agents, employees and representatives, any lender, the Premises and improvements, and Lambrecht Sports Complex free and harmless from any and all liability, loss, costs, damages, expenses (including reasonable attorneys' fees), fines, penalties, claims and actions resulting from Tenant's failure to comply with and perform the requirements of Paragraph 9.

E. Damage and Destruction. Tenant shall promptly and diligently repair, restore, and replace as required to remedy all damage to or destruction of all or any part of the Premises and any improvements thereon resulting wholly or in part from causes required by this Lease to be covered by casualty insurance. However, if the cost of the work exceeds 90% of the replacement value of all improvements, either Landlord or Tenant can terminate the Lease by giving written notice to the other party.

F. Right to Contest. Tenant has the right to contest by appropriate judicial or administrative proceedings diligently conducted in good faith in the name of Tenant, without cost or expense to Landlord, the validity or application of any law, ordinance, code, order, rule or regulation (hereafter called "Law"), that requires Tenant to repair, maintain, alter, or replace the improvements on the Premises in whole or in part. If compliance may legally be delayed without incurring any lien, charge or liability of any kind against the Premises or improvements or Lambrecht Sports Complex, and without subjecting Landlord, the Agency, or Tenant to any liability for failure to comply, Tenant shall not be in default for failing to do such work until a reasonable time following final determination of Tenant's contest. If Landlord gives notice of request, Tenant shall first furnish Landlord a bond, satisfactory to Landlord in form, substance, amount, and insurer, guaranteeing compliance by Tenant with the contested Law and indemnifying Landlord, the Agency, the Premises and Lambrecht Sports Complex against all liability, loss and injury that Landlord or the Agency may sustain by reason of the contest or Tenant's failure or delay in complying with the Law. Neither Landlord nor the Agency will be required to join in any proceedings referred to in this paragraph.

G. Utilities and Services. Tenant shall be responsible to make all arrangements for all utilities and services furnished to or used at the Premises. The cost of utilities and services shall be the responsibility of Tenant if paid by Tenent or through any other means.

10. OWNERSHIP OF IMPROVEMENTS. Title to any improvements on the Premises prior to the Effective Date of this Lease is retained by Landlord, subject to any interest of the Agency therein. All improvements constructed on the Premises by Tenant as permitted by this Lease shall be owned by Tenant until the expiration of the term or sooner termination of this Lease.

All improvements on the Premises at the expiration of the term or sooner termination of this Lease shall, without compensation to Tenant, be surrendered to Landlord in good, safe and clean condition, free and clear of all liens and encumbrances. Provided that, Tenant shall have the right to remove the following improvements as long as Tenant restores, at Tenant's cost, all damage to the Premises caused by such removal:

A. Bleachers;
B. Scoreboards;
C. Flag poles;
D. Baseball equipment;
E. Maintenance equipment; and
F. Concession equipment not attached to structure.

Landlord may require that any or all improvements constructed on the Premises by Tenant be removed by the expiration or earlier termination of this Lease and that Tenant restore any damage to the Premises and other improvements caused by such removal.

Title to the improvements, except those improvements Landlord requires to be removed, shall automatically and without any act of Tenant or any third party become the property of Landlord upon expiration or termination of this Lease. Tenant agrees to execute, acknowledge and deliver to Landlord any instrument requested by Landlord necessary or appropriate to perfect Landlord's right, title and interest in and to the improvements and the Premises.

11. ATTENDANCE AT PARKS AND RECREATION COMMISSION MEETINGS. A member of Tenant's board of directors shall attend any meeting of the Suisun City Parks and Recreation Commission (or any successor to such Commission) upon request of said Commission to report on any aspect of Tenant's activities with regard to use of the Premises and improvements.

12. WASTE AND NUISANCE. Tenant shall not use or permit the use of the Premises or improvements in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties or leased operations.

13. ALTERATIONS. Except as provided in Paragraphs 6 and 8 above, Tenant shall not make any major or extensive alterations, additions or improvements to the Premises without the prior written consent of Landlord. Any alteration, addition or improvement to the Premises shall become the property of Landlord upon expiration or termination of this Lease, unless otherwise expressly agreed between the parties. Tenant shall not commence any alteration, addition or improvement until three (3) days after having received the written consent of

Landlord to do so in order that Landlord can post and record appropriate notices of non-responsibility. Minor alterations or repairs may be accomplished by Tenant without the aforementioned approvals to the extent that they are necessary to allow Tenant's continued use of the Premises for the Permitted Use. As used in this paragraph, "major or extensive alterations" means any new construction, modification or capital improvement with a cost of One Thousand Dollars ($1,000) or more and any maintenance, upkeep or repairs of existing facilities with a cost of Two Thousand Five Hundred Dollars ($2,500) or more. "Minor alterations or repairs" as used herein means any new construction, modification or capital improvement with a cost of less than One Thousand Dollars ($1,000) or maintenance, upkeep or repairs of existing facilities with a cost of less than Two Thousand Five Hundred Dollars ($2,500).

14. CONCESSIONS. Subject to all of the terms and provisions of this Lease and the National Charter of Little League Baseball, Tenant shall have authority to arrange for the operation, at Tenant's sole cost, of a snack bar concession on the Premises during times when Little League Baseball games, practices, fund raisers, tryouts or activities are in progress.

15. INSURANCE; INDEMNITY.

A. Indemnity Agreement. Tenant shall, to the maximum extent permitted by law, indemnify, protect and hold free and harmless Landlord and the Agency and their respective officers, employees, agents and representatives, the Premises and improvements thereon, and Lambrecht Sports Complex, from and against any and all liability, claims, suits, actions, demands, liens, losses, costs, damages or expenses (including reasonable attorneys' fees) in any manner arising out of or resulting from Tenant's improvement, operation, maintenance, repair, occupation and use of the Premises, improvements and appurtenances (including parking areas), specifically including, without limitation, any liability, claims, losses, costs, damages or expenses arising by reason of:

(1) The death or injury of any person, or by reason of the damage to or destruction of any property, from any cause whatsoever while that person or property is in or on the Premises or in any way connected with the Premises or with any of the improvements, appurtenances or personal property on or serving the Premises;

(2) The death or injury of any person, or by reason of the damage to or destruction of any property, caused or allegedly caused by either (a) the condition of the Premises or any improvements, appurtenances or personal property on or serving the Premises over which Tenant has control, or (b) any act or omission on or about the Premises, improvements or appurtenances of Tenant or any person in,

on or about the Premises or appurtenances with the permission and consent of Tenant;

(3) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Tenant or any person or entity acting for or on behalf of Tenant;

(4) Any Hazardous Substance brought onto or transported, disposed or released from, the Premises or Lambrecht Sports Complex by or for Tenant or under Tenant's control (including, without limitation, contamination or injury to person, property or the environment, investigation, monitoring, removal, remediation, restoration and/or abatement); and

(5) Tenant's failure to observe or perform any provision of this Lease or to comply with any requirement of Law or any requirement imposed on Tenant, the Premises or the improvements thereon by any duly authorized governmental agency or political subdivision.

Tenant's indemnity obligations shall survive the expiration or termination of this Lease.

B. Liability Insurance. Tenant shall, at Tenant's cost and expense, procure and maintain during the entire term of this Lease a broad form comprehensive coverage policy or policies of commercial general liability insurance, insuring Tenant, Landlord and the Agency against loss or liability caused by or connected with Tenant's occupation, use, operation, maintenance, repair and improvement of the Premises under this Lease in an aggregate amount of not less than $1,000,000 single limit coverage per occurrence. The policy shall be written on an occurrence basis and shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease. Tenant shall cause Landlord and the Agency to be named as additional insureds thereunder.

C. Casualty Insurance. Tenant shall, at Tenant's cost and expense, at all times during the term of this Lease, keep all improvements on the Premises insured against all risks of direct physical loss or damage. The amount of such insurance shall be equal to the full replacement cost of the improvements, as the same exist from time to time, and shall include coverage for additional costs resulting from debris removal and the enforcement of any building, zoning, safety or land use laws as a result of a covered cause of loss. The deductible amount shall not exceed $500 per occurrence, and Tenant shall be responsible for such deductible amount in the event of an insured loss. In the event of a covered loss, Tenant shall use the proceeds of such insurance to restore the Premises and improvements thereon.

D. Waiver of Subrogation. The parties release each other, and their respective authorized representatives, from any claims for damage to the

Premises and to the personal property and improvements on the Premises that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

E. General Insurance Requirements. All insurance required under this Lease shall:

(1) Be issued by companies admitted by the State of California to transact business and reasonably acceptable to Landlord;

(2) Contain an endorsement requiring not less than thirty (30) days' written notice from the insurance company to Landlord before cancellation, non-renewal or material change in the coverage, scope or amount of any policy; and

(3) Contain standard cross-liability endorsements.

Each policy, or evidence of each policy (on ACORD 27 form or equivalent), together with evidence of payment of premiums, shall be deposited with the other party at the commencement of the term, and on renewal or replacement of the policy not less than thirty (30) days before expiration or termination of the current policy.

16. LANDLORD'S NON-LIABILITY. Landlord shall not be liable for, and Tenant shall defend and indemnify Landlord against, all liability and claims of liability for damage or injury to person or property on or about the Premises, any improvements thereon or any appurtenances thereto (including parking areas). Tenant waives all claims against Landlord for damage or injury to person or property arising or asserted to have arisen from any use of the Premises, improvements or appurtenances from any cause whatsoever.

17. DEFAULT; REMEDIES. Each of the following events shall be a default by Tenant and a breach of this Lease:

A. Abandonment; Nonperformance. Abandonment or surrender of the Premises or of the leasehold estate, or failure or refusal to pay when due any installment of rent or any other sum required by this Lease to be paid by Tenant, or to perform as required or conditioned by any other covenant or condition of this Lease.

B. Attachment. The subjection of any right or interest of Tenant to attachment, execution, or other levy, or to seizure under legal process, if the attachment, execution, levy or seizure is not released within thirty (30) days.

C. Receivership. The appointment of a receiver to take possession of the Premises or improvements or of Tenant's interest in the leasehold estate or of Tenant's operations on the Premises for any reason, including but

not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings.

D. Bankruptcy; Insolvency. An assignment by Tenant for the benefit of creditors or the filing of a voluntary or involuntary petition by or against Tenant under any law for the purpose of adjudicating Tenant a bankrupt; or for extending time for payment, adjustment or satisfaction of Tenant's liabilities; or for reorganization, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceeding and all consequent orders, adjudications, custodies, and supervision are dismissed, vacated, or otherwise permanently stayed or terminated within forty-five (45) days after the assignment, filing, or other initial event.

E. Breach of Note. Failure of refusal to pay when due any sum required to be paid by Tenant as Maker of the Note described in Paragraph 4, or to observe or perform any other obligation of Maker under the Note.

18. LANDLORD'S REMEDIES. If any breach by Tenant shall continue uncured, following any notice of default required by law, Landlord has the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative:

A. Termination. Landlord may at Landlord's election terminate this Lease by giving notice of termination to Tenant. On the giving of the notice, all Tenant's rights in the Premises and all improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Premises and improvements in the condition required by this Lease and Landlord may re-enter and take possession of the Premises and improvements and eject all parties in possession, or eject some and not others or eject none. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord (including, without limitation, all principal reimbursement and interest under the Note described in paragraph 4) or from any claim for damages previously accrued or then accruing against Tenant.

B. Re-entry Without Termination. Landlord may at Landlord's election re-enter the Premises and without terminating this Lease, at any time and from time to time, relet the Premises or any part or parts of them for the account and in the name of Tenant or otherwise. No act by or on behalf of Landlord under this provision shall constitute a termination of this Lease unless Landlord gives Tenant written notice of termination.

C. Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be

due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate Landlord is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

19. ASSIGNMENT AND SUBLETTING PROHIBITED. Tenant shall have no right to assign its interest in this Lease or in the Premises or to sublet all or any portion of the Premises or allow any other person or entity to occupy or use all or any part of the Premises except as specifically provided in this Lease. Any assignment or subletting by Tenant shall be voidable and, at Landlord's election, shall constitute a material default by Tenant. No consent to any one assignment, sublease or use shall constitute a waiver of the requirements of this paragraph.

20. CONDEMNATION.

A. Total Taking. If, during the term of this Lease, fee title to all of the Premises or to all of the improvements thereon, or the entire leasehold estate of Tenant is taken under the power of eminent domain by any public or quasi-public agency or entity (a "Total Taking") this Lease shall terminate as of 12:01 a.m. on the date of whichever of the following first occurs (the "Date of Taking"): legal title becomes vested in the agency or entity exercising the power of eminent domain, or actual physical possession is taken by the agency or entity exercising the power of eminent domain. Upon such termination, both Landlord and Tenant shall be released from all obligations thereafter accruing under this Lease, except those obligations that this Lease provides shall survive termination.

B. Partial Taking. If there is a partial taking of the Premises which results in Tenant being unable to use the Premises as contemplated by this Lease, Tenant may terminate this Lease as of the Date of Taking on notice to Landlord.

C. Condemnation Award. Any compensation, award or other payment on account of a total or partial taking by condemnation, will be the sole property of Landlord.

D. Voluntary Conveyance in Lieu of Eminent Domain. A voluntary conveyance by Landlord of title to all or a portion of the Premises or improvements thereon to a public or quasi-public agency or entity in lieu of and under threat by that agency or entity to take it by eminent domain proceedings shall be considered a taking of title subject to the provisions of this paragraph 20.

E. Survival of Obligations. Termination under this Paragraph 20 shall not relieve Tenant from the payment of any sum then due to Landlord (including, without limitation, all principal reimbursement and interest

under Paragraph 4 above) or from any claim previously accrued or then accruing against Tenant.

21. UNAVOIDABLE DEFAULT OR DELAY. Any prevention, delay, nonperformance, or stoppage due to any of the following causes not the fault of the party obligated to perform shall excuse nonperformance for a period equal to any such prevention, delay, nonperformance, or stoppage except the obligations imposed by this Lease by Tenant for the payment of insurance, and any other obligations of Tenant to pay money. The causes referred to above are: strikes, lockouts, labor disputes, failure of power, irresistible superhuman causes, acts of public enemies of this state or of the United States, riots and insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease), or other causes beyond the reasonable control of the party obligated to perform.

22. WAIVER; VOLUNTARY ACTS. No delay or omission in the exercise of any right or remedy of Landlord shall impair such rights or remedy or be construed as a waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other covenant or condition. No waiver of benefit or privilege, or service voluntarily given or performed by either party shall give the other any contractual right by custom, estoppel, or otherwise. The subsequent acceptance of rent or any other payment pursuant to this Lease shall not constitute a waiver of any preceding default by Tenant other than default in the payment of a particular rent or payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the rent or payment, nor shall acceptance of rent or any other payment after termination constitute a reinstatement, extension, or renewal of the Lease or revocation of any notice or other act by Landlord.

23. ATTORNEYS' FEES. If either party brings any action or proceeding to enforce, protect, or establish any right or remedy under this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees in addition to any other relief to which the prevailing party is entitled. Arbitration is an action or proceeding for the purpose of this provision.

24. NOTICE.

A. Notice. As used in this Lease, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment.

B. Writing. All notices must be in writing, provided that no writing other than the check or other instrument representing the rent payment itself need accompany the payment of rent.

C. Delivery. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when deposited in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges pre-paid, addressed by name and address to the party or person intended as follows:

Notice to Landlord: City of Suisun City
Attn: City Manager
701 Civic Center Blvd.
Suisun City, CA 94585

Notice to Tenant: Suisun American Little League
Attn: League President
P.O. Box 1717
Suisun City, CA 94585

D. Change of Recipient or Address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

25. CAPTIONS. The captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment, or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

26. GENDER. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

27. SINGULAR AND PLURAL. The singular number includes the plural whenever the context so requires.

28. EXHIBITS. All exhibits to which reference is made in this Lease are incorporated in this Lease by the respective references to them whether or not they are actually attached, provided they have been signed or initialed by the parties.

29. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties with respect to the Premises. No promise, representation, warranty, or covenant not included in this Lease has been or is relied upon by either party. Each party has relied on his own examination of this Lease, the counsel of his

own advisors, and the warranties, representations, and covenants in this Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based upon such reading, inspection or advice.

30. SEVERABILITY. The invalidity or illegality of any provision, as determined by a court of competent jurisdiction, shall not impair the remaining provisions of this Lease.

31. SUCCESSORS. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding and shall inure to the parties and their successors.

32. TIME OF ESSENCE. Time is of the essence is each of the provisions of this Lease.

33. GOVERNING LAW. This Lease and all matters relating to it shall be governed by and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of September 1, 1991, in the City of Suisun City, County of Solano, State of California.

LANDLORD:

CITY OF SUISUN CITY, a California municipal corporation

By: _____

Print Name: James Paul Spering

Title: Suisun City Mayor

Execution Date: May 21, 1996

TENANT:

SUISUN AMERICAN LITTLE LEAGUE, a California Non-Profit Public Benefit corporation

By: Sharon England
President

By: N/A - ONLY 1 SIGNATURE REQUIRED
Secretary/Treasurer

Execution Date: JUNE 5, 1996

STATE OF CALIFORNIA)
) ss
COUNTY OF Solano)

On June 6, 1996, before me the undersigned, a notary public, personally appeared SHARON ENGLAND

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Joyce Nelson

JOYCE NELSON
COMM. # 1057610
Notary Public — California
SOLANO COUNTY
My Comm. Expires JUL 14, 1999

~~~~~~

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me the undersigned, a notary public, personally appeared _____

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____
~~~~~~

STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me the undersigned, a notary public, personally appeared _____

☐ personally known to me
☐ proved to me on the basis of satisfactory evidence

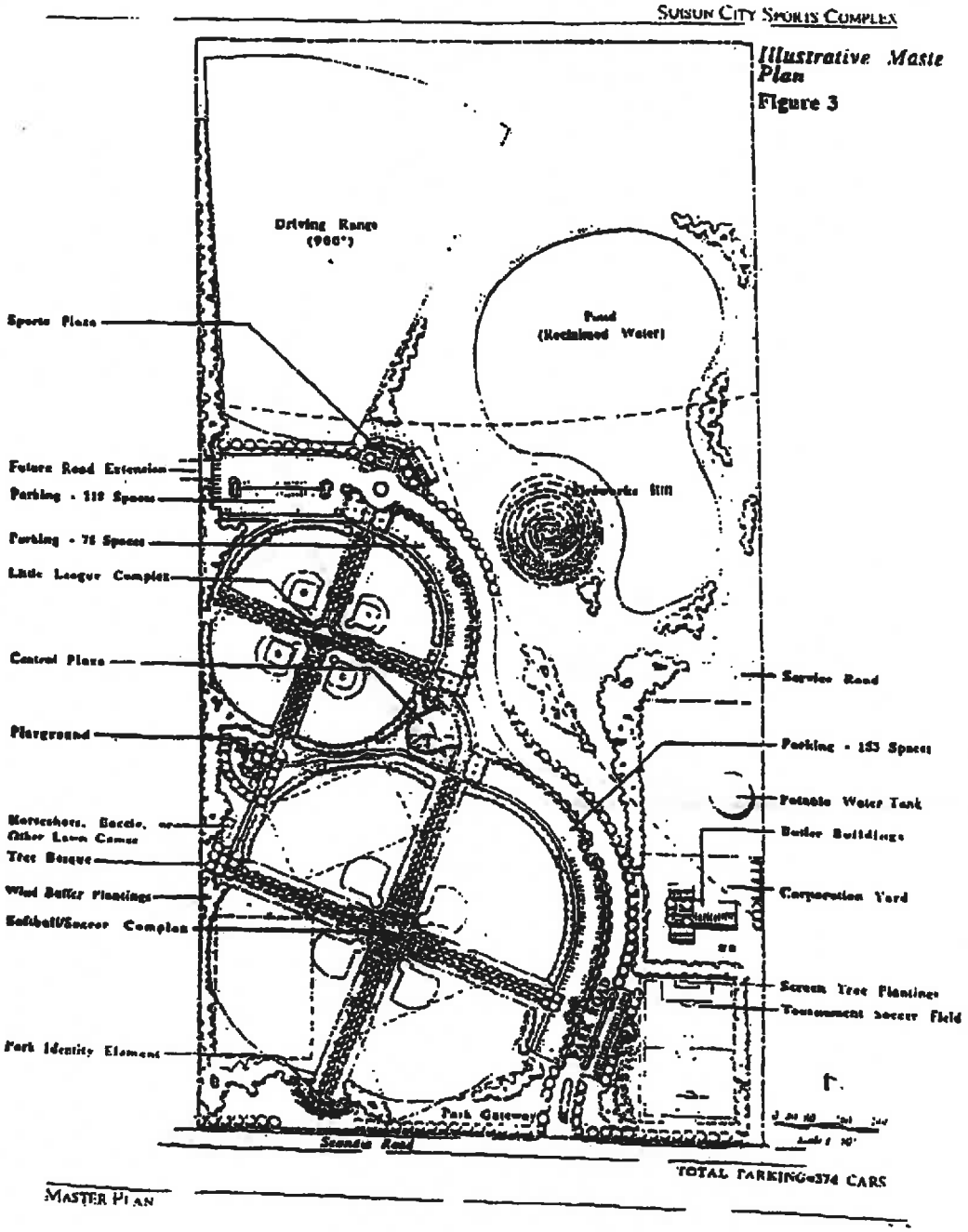
to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that (he/she/they) executed the same in (his/her/their) authorized capacity(ies), and that by (his/her/their) signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Description of Premises



Initials

Initials

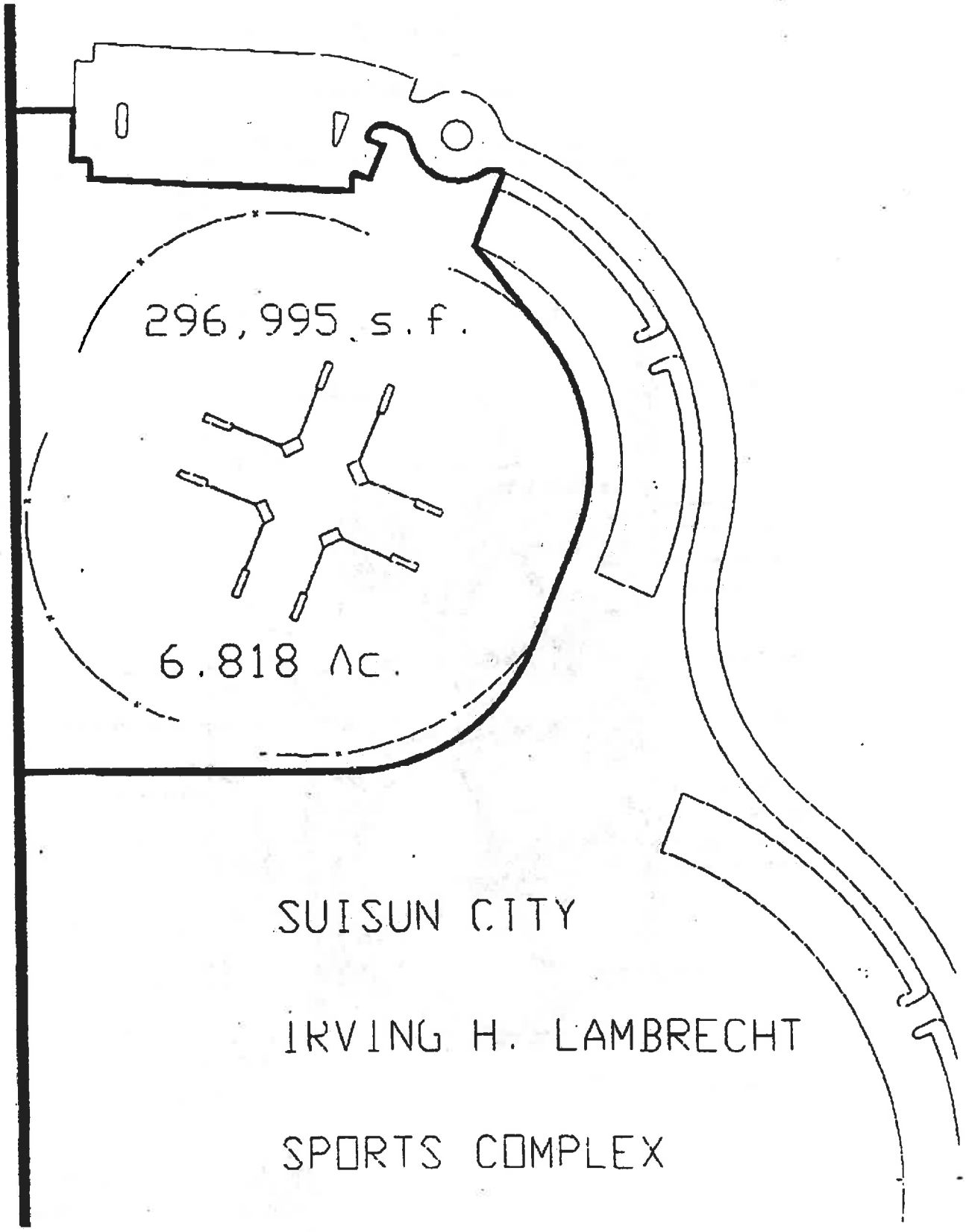

296,995 s.f.
6.818 Ac.
SUISUN CITY
IRVING H. LAMBRECHT
SPORTS COMPLEX

EXHIBIT A-1

Description of Lambrecht Sports Complex

The land situated in the State of California, County of Solano, City of Suisun City, described as follows:

The east one-half of the southeast one-quarter of Section 28, T5N, R1W, M.D.B. & M.

APN: 174-160-07

Initials

Initials

EXHIBIT B

Expenditures by Landlord

SUISUN CITY SPORTS COMPLEX

Vendor Name	Description	Little League
Golden West Electric	Load check on Little League field-Fy95	65.00
Suisun Valley Landscape	Installing in-field/Landscaping/Outfielc	11,370.00
El Jones & sons	Curb, Gutter, & mow strip construction	8,339.00
C & S Trucking	Hauling Asphalt & Base Rock	3,973.75
Bill Ford Paving	Asphalt paving & Base Rock installation	13,300.00
Bill Ford Construction	Credit for sewer line construction	(31,850.00)
Freedlun Hydroseed	Hydroseeding Little League Field	3,282.00
Syar Industries	Drain rock/Asphalt Concrete	18,000.25
Mallard Creek	Redwood Bark/Hummas	10,183.31
RDA	Relocation Credit-LL Accts Rec	(1,012.87)
CL Smith Trucking	CY Brick dust	2,010.93
Sheldon Transfer Service	Little League In-field rock(Red Fine)	12,583.03
Warren's Turf Nursery	Sod	2,864.97
Groeniger & Co	Pipes & valves for water system	1,889.21
CMS Services	120 ton Sand/Rock	1,092.35
Stagner Lumber	Stakes	1,059.09
Solano Landscape	Trees and Landscape Materials-LL	2,878.28
RDA	Relocation Credit-LL Accts Rec	(2,422.60)
PG & E	Monthly Svc Charges	32.61
Russ Enterprises	Signs	379.24
The Trophy Factory	Sports Center Plaque	2,455.17
MightyLite	Tables(Paid by Little League-$854.23	0.00
Total Little League		60,572.72

Initials

Initials

CitySuisun/LeaseAg/4

20499/012
06May96 NTT

EXHIBIT C

PROMISSORY NOTE

$60,572.00

May 1, 1996
Suisun City, California

FOR VALUE RECEIVED, Suisun American Little League, a California non-profit public benefit corporation ("Maker"), promises to pay to the City of Suisun City, a California municipal corporation, or order ("Holder"), the principal sum of Sixty Thousand Five Hundred Seventy-Two and No/100 Dollars ($60,572.00), with interest from the date of this note, on the unpaid principal balance at the rate of four and one-half percent (4.5%) per annum. Interest only is payable on the unpaid principal balance on September 1, 1996. Thereafter, principal and interest is payable in consecutive annual installments of $4,085, on the first (1st) day of September of each and every year, beginning on September 1, 1997, and continuing until September 1, 2011 (the "Maturity Date"), at which time the entire unpaid principal balance and unpaid interest accrued thereon shall be due and payable. The payment schedule is set forth on Attachment 1 and incorporated by this reference herein. Each payment shall be credited first on interest then due and the remainder on principal, and interest shall thereupon cease on the principal so credited.

Payments shall be made at _____.
The place of payment may be changed from time to time as the Holder may from time to time designate in writing. Payments shall be in lawful money of the United States of America.

Principal balance and accrued interest of this note may be prepaid in whole or in part at any time. Prepayments shall apply against principal installments last due.

If payment of any portion of the principal and/or interest under this note is not received within fifteen (15) days after the date due, a late charge shall be due in the amount of six percent (6%) of the overdue amount.

Should any portion of the interest not be so paid it shall thereafter bear like interest at the same rate as the remaining principal from the date of delinquency.

Should Maker fail to make any payment of any installment when due, or should there be a default and breach by Maker under the Lease Agreement between Maker and the City of Suisun City made effective as of September 1, 1991, the entire unpaid principal balance of this note, together with any accrued interest, shall at the option of Holder, without demand or notice, become immediately due and payable.

Maker agrees to pay the following costs, expenses and attorneys' fees paid or incurred by the Holder of this note or adjudged by a Court: (1) reasonable costs of collection, costs, expenses and attorneys' fees paid or incurred in connection with the collection or enforcement of this note, the amounts evidenced by this note, or any part of it, or for any covenant of this note, whether or not suit is filed; (2) costs of suit and such sum as the Court may adjudge as attorneys' fees in an action to enforce payment of this note or any part of it; and (3) costs of suit and such sum as the Court may adjudge as attorneys' fees in any other litigation or controversy connected with this note, or security for it, including but not limited to actions for declaratory relief that any such holder is required to prosecute or defend and actions

for relief based on rescission, or actions to cancel this note that any such holder is required to defend.

No delay or omission on the part of the Holder in exercising any rights under this note on default by Maker shall operate as a waiver of such right or of any other right under this note for the same default or any other default.

This note and all of the covenants, promises and agreements it contains shall be binding upon and inure to the benefit of the respective successors, assigns and representatives of Maker and Holder.

Suisun American Little League, a California non-profit public benefit corporation

By: Sharon England
President

By: _____
Secretary/Treasurer

ATTACHMENT 1

Little League amort/4/NTT

Amortization Table

LOAN DATA

Loan amount:	$60,572.00
Annual interest rate:	4.50%
Term in years:	15
Payments per year:	1
First payment due:	9/1/97

TABLE DATA

Table starts at date:	
or at payment number:	1

PERIODIC PAYMENT

Entered payment:

Calculated payment:

CALCULATIONS

Use payment of: $4,085.00

1st payment in table: 1

Beginning balance at payment 1: 60,572.00

Cumulative interest prior to 9/1/96 908.58

Table

No.	Payment Date	Beginning Balance	Interest	Principal	Ending Balance	Cumulative Interest
1	9/1/97	60,572.00	2,725.74	1,359.26	59,212.74	2,725.74
2	9/1/98	59,212.74	2,664.57	1,420.43	57,792.31	5,390.31
3	9/1/99	57,792.31	2,600.65	1,484.35	56,307.97	7,990.97
4	9/1/00	56,307.97	2,533.86	1,551.14	54,756.83	10,524.83
5	9/1/01	54,756.83	2,464.06	1,620.94	53,135.88	12,988.88
6	9/1/02	53,135.88	2,391.11	1,693.89	51,442.00	15,380.00
7	9/1/03	51,442.00	2,314.89	1,770.11	49,671.89	17,694.89
8	9/1/04	49,671.89	2,235.23	1,849.77	47,822.12	19,930.12
9	9/1/05	47,822.12	2,152.00	1,933.00	45,889.12	22,082.12
10	9/1/06	45,889.12	2,065.01	2,019.99	43,869.13	24,147.13
11	9/1/07	43,869.13	1,974.11	2,110.89	41,758.24	26,121.24
12	9/1/08	41,758.24	1,879.12	2,205.88	39,552.36	28,000.36
13	9/1/09	39,552.36	1,779.86	2,305.14	37,247.22	29,780.22
14	9/1/10	37,247.22	1,676.12	2,408.88	34,838.34	31,456.34
15	9/1/11	34,838.34	1,567.73	2,517.27	32,321.07	33,024.07

EXHIBIT D

Approved Maintenance Program
September 1, 1995 - August 31, 1996

Initials

Initials

CitySuisun/LeaseAg/4

20499/012
06May96 NTT

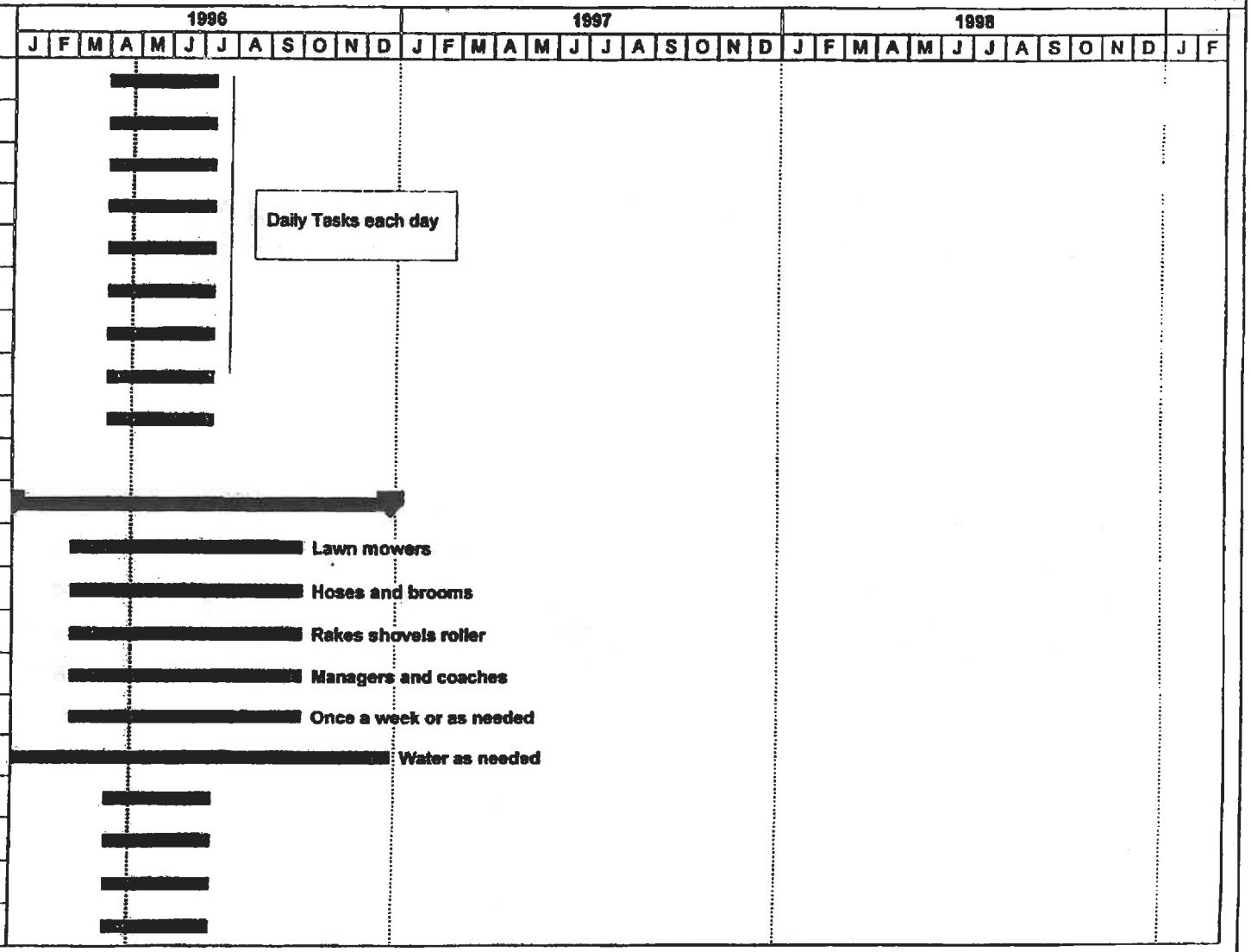
1995-96 Park Maintenance Budget

Suisun American Little League

Park Maintenance and Repairs		
	Fertilizer	$625.00
	Weed Killer 2-4D	$600.00
	Weed Killer Round Up	$125.00
	Paint/Field Buildings	$350.00
	Lumber for Blechers	$300.00
	Misc. Lumber	$200.00
	Sod/Seed	$125.00
	Ron-Star G Sterilizer	$300.00
	Brick Dust	$1,500.00
	Landscaping	$250.00
Field Preparation		
	Chalk	$350.00
	Paint	$160.00
Fence Repair/Replacement		
	Major/Minor	$0.00
	Minor B/Fram	$0.00
	Pitching Cages	$200.00
	Front Gate at Entrance	$500.00
Sprinkler Replacement/Repairs		
	Sprinkler replacement	$550.00
	Pipe and Fittings	$75.00
	Controlers	$240.00
	Misc. Glue etc.	$50.00
Maintenance Supplies		
	Gasoline/Oil	$500.00
	Equipment Repairs	$1,500.00
	Schedule Maintenance	$1,200.00
	Tools/Rakes/Hoses etc.	$200.00
Utilities		
League operation budget	Electric	
	Water(Domestic)	
	Sewer Service	
	Phone	
Building Maintenance		
	Painting	$125.00
	Cleaning Supplies	$75.00
	Shelves/Cabinets	$0.00
	Floor Tile Main Bldg.	$550.00
Park Improvements		
budget 95-96	***Total***	***$10,650.00***

Suisun Little League Maintenance Schedule

ID	Task Name
1	**Dailey Tasks**
2	Trash pick-up
3	Clean restrooms
4	Rake infields (brick dust)
5	Water brick dust
6	Water grass
7	Water plants and trees
8	Clean snack bar
9	Sweep dugouts
10	
11	**Weekly Tasks**
12	Cut grass
13	Wash Asphalt
14	Level brickdust
15	Check bases and home plate
16	Clean trash cans
17	Water landscaping
18	Sprinkler testing
19	Wash dugouts
20	Inspect chain link fencing
21	Grade pitchers mound

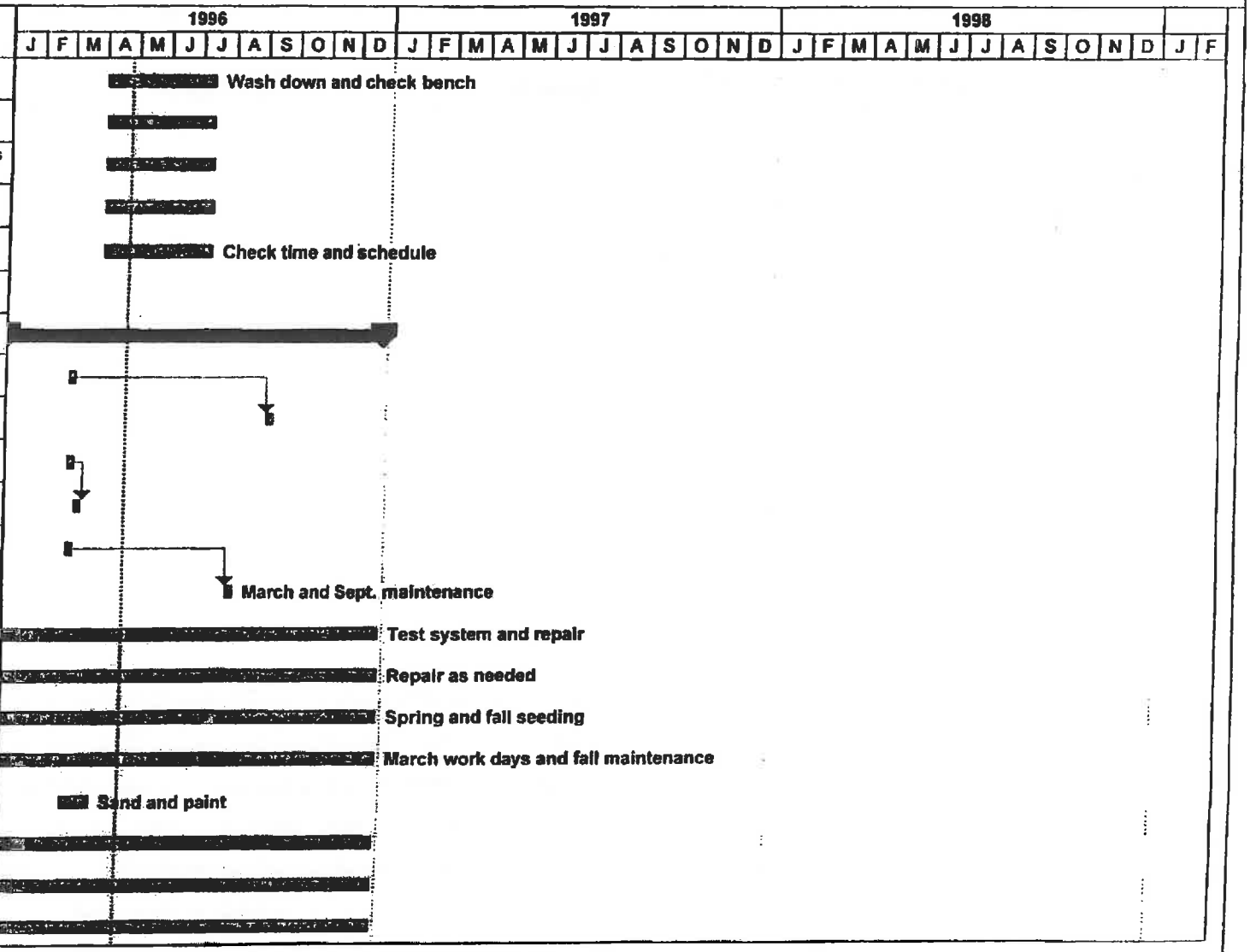


Project:
Date: 4/24/96

Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress

Suisun Little League Maintenance Schedule

ID	Task Name
22	Clean scorebooths
23	Clean clubhouse
24	Check bleacher seats and rails
25	Check pass thru boxes
26	Check sprinklers controlers
27	
28	**Annual Tasks/Monthly**
29	Fertilize Diamonds and landsc
30	Fertilize Diamonds and landsc
31	Install brick dust
32	Roll and compact brick dust
33	Paint buildings as needed
34	Paint buildings as needed
35	Check sprinkler system
36	Repair chain link fence
37	Seed damaged lawn
38	Paint and repair bleachers
39	Paint backstops
40	Inspect tree stakes
41	Spray weed killer
42	Clean mow strips and gutters



Project:
Date: 4/24/96

Task | Progress | Milestone | Summary | Rolled Up Task | Rolled Up Milestone | Rolled Up Progress

ITEM 8
Attachment 3

Suisun Little League Maintenance Schedule

ID	Task Name	1996	1997	1998
43	Trim base paths	Coordinate with brick dust		
44	Trim /shape pitchers mound	Maintain during the season		
45	Aerate all grass areas	Coordinate with fertilizer		
46	Reshape tree wells		Spring and fall and as needed	
47	General clean up		Maintain during the season	
48	Asphalt repair		Inspect spring repair summer	
49	Clean windows and doors		Year round as needed	
50	Clean snack bar equipment		Year round and at close of season	

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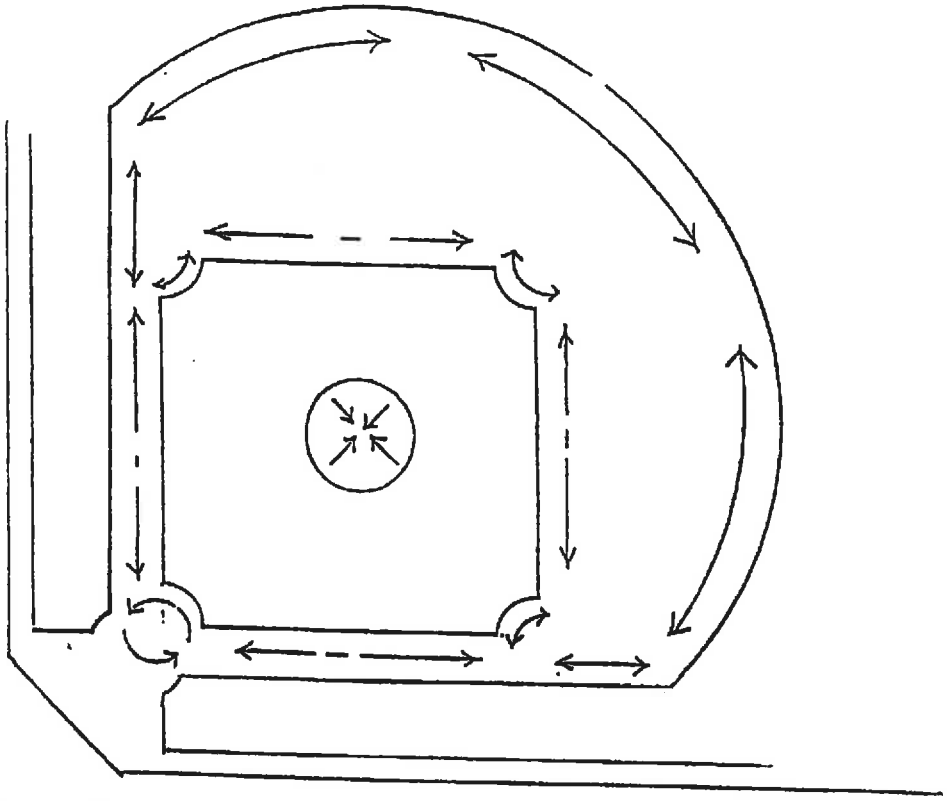
Project:
Date: 4/24/96

Task
Progress
Milestone
Summary
Rolled Up Task
Rolled Up Milestone
Rolled Up Progress

SUISUN AMERICAN LITTLE LEAGUE FIELD MAINTENANCE



1. Home team rakes the field after each game, rake in the direction of the arrows shown on the drawing . Always rake the brick dust away from the grass.
   DO NOT RAKE BRICK DUST INTO THE GRASS.

2. Visiting team waters the infield ahead of raking in dry areas. While wetting brick dust water any dry spots in the infield grass, generally at 3rd, 1st and home.

3. Rake the mound up towards the rubber and fill the hole at the rubber with moist brick dust and compact.

   Rake home plate in a circle as shown use moist brick dust and compact

4. LEAVE THE FIELD IN THE CONDITION YOU WOULD LIKE TO FIND IT.

5. The infield grass will be mowed once a week - preferably between Wednesday and Friday every week. Each team will be responsible for their week of mowing, The managers will coordinate the people to do it. ALWAYS USE A GRASS CATCHER OR RAKE THE THE LOOSE GRASS OFF THE FIELD.

6. Clean dugouts and side area between home and 1st and 3rd Base

   For more information call:

AGREEMENT BETWEEN CEPEDA BASEBALL

AND SUISUN LITTLE LEAGUE

The following is a summary of the agreement between Cepeda Baseball LLC and The Suisun Little League :

1. Cepeda Baseball shall contribute with The Suisun Little League by an offset of 50% of their current debt service payment to the City of Suisun during the term of Cepeda Baseball lease of the Sports Complex.
2. Cepeda Baseball shall assume operations of The Suisun Little League's concessions stand and shall contribute to the League, by an amount equivalent to the average net profit for two consecutive years from the operations of such venue OR shall The Suisun Little League decide to continue operations of their concessions stand, Cepeda Baseball shall contribute to The League with an amount equivalent to the loss in net profits based on the average net profit for the same period of operations. In addition; an annual adjustment to compensate for the increase/decrease in enrollment will be made to determine amount of contribution to Little League.

This agreement is executed this 18th day of May, 2015 by

Emilio Lara

Vice-President Cepeda Baseball

Nick Piganiak

President Suisun Little League