

LEASE AGREEMENT FOR USE OF COUNTY FACILITIES

This Lease and Grant Agreement (“Lease”), made and entered into on March 25, 2025, by and between the County of Sonoma, a political subdivision of the State of California, hereinafter called the “Landlord”, and Atletico Santa Rosa Soccer Club, a 501(c)(3) non-profit organization, hereinafter called the “Tenant”;

R E C I T A L S

WHEREAS, Landlord is the owner of the Premises described in Section 1 below;
and

WHEREAS, Tenant is a nonprofit soccer academy that provides professional club training to children and young adults and has established a history of successful performance in managing and scheduling multiple teams to practice on local field spaces;

WHEREAS, Tenant desires to lease Premises for the purpose of constructing and operating one all-weather soccer field and is willing to operate and maintain such facility during the term of this lease; and

WHEREAS, Landlord has determined that it is desirable for the proposed soccer field at Schopflin Fields to be constructed to meet the social and recreational needs of the public;
and

WHEREAS, the proposed soccer field is identified in the Schopflin Fields Master Plan previously approved by the Board: and

WHEREAS, Tenant desires to design and construct the all-weather soccer field using funds it will raise for such purpose; and

WHEREAS, the parties desire to enter into this Lease upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the premises and of the agreements of the respective parties herein set forth, it is mutually agreed as follows:

A G R E E M E N T

1. **Leased premises.** By this Lease, Landlord does hereby lease to Tenant, and Tenant does thereby take and hire from Landlord, the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein (hereinafter the “Premises”), pursuant to the terms of this Lease. The Premises comprise a portion of Schopflin Fields located at 4351 Old Redwood Highway, Santa Rosa, California (hereinafter the “Park”).

2. **Term.**

2.1 **Initial Term:** This Lease shall be effective upon execution unless terminated earlier pursuant to the terms of this Lease, the initial term of this Lease shall expire on March 24, 2050.

2.2 Option to Extend Term: Tenant is hereby granted an option to extend the term for a ten (10) year period following expiration of the initial term, exercised by giving written notice to Landlord of Tenant's intent to exercise such option at least ninety (90) days before the expiration of the initial term. The option term shall be on the same terms and conditions set forth herein (except that the length of the new term shall be as specified in this paragraph with no additional option to extend). Any future use of the Premises by Tenant after expiration of the option term, if such option term is exercised by Tenant and not otherwise disallowed pursuant to this Lease, shall be pursuant to a new lease agreement upon agreement by the parties to enter into any such new lease agreement.

2.3 Limitation on Option: In the event that a) Tenant is in material default on the date of giving the option notice; or b) Tenant is in material default on the date the option term is to commence; or c) Tenant has a history of defaults under this Lease, namely, material defaults on four (4) or more occasions during the five (5) year period prior to Tenant's exercise of the option then, at Landlord's election, exercised by written notice, the option notice to extend the term shall not be effective, the option term shall not commence, and this Lease shall expire at the end of the initial term unless earlier terminated by Landlord under the provisions of this Lease. For the purpose of this paragraph, a material default is a default that has not been fully cured by Tenant within thirty (30) days after Landlord has provided notice of the default.

2.4 Termination for Failure to Commence Construction: Should Tenant fail to commence construction of the Project as provided for herein within twenty-four (24) months from the date this Lease is executed, either Landlord or Tenant may, at its election, exercised by written notice, terminate this Lease, effective 7 days after such notice is given.

2.5 Termination for Failure to Complete Construction: Should Tenant fail to complete construction of the Project as provided for herein within four (4) years from the date this Lease is executed, Landlord may, at its election exercised by notice, terminate this Lease. However, Tenant may request an extension of up to six (6) months if it demonstrates good cause, such as permit delays, supply chain disruptions, or other unforeseen circumstances beyond its control. The County shall review any such requests in good faith and may approve an extension upon reasonable justification.

3. Project Description/Design/Pre-Construction Construction Requirements.

3.1 Project Description: Tenant shall construct one (1) all-weather synthetic turf soccer field, practice areas, fencing, and related improvements on the Premises as depicted in **Exhibit B** ("Improvements"), attached to this Lease and incorporated herein, in accordance with the design plans as shall be prepared pursuant to this Lease.

For the avoidance of doubt, references in this Section 3 to Tenant's construction, improvements, or obligations apply solely to the soccer field and other improvements that Tenant is responsible for constructing. Any references to construction, improvements, or obligations with respect to the parking lot apply to the Landlord as set forth above and not to Tenant."

3.1.1 Tenant and Landlord Responsibilities: Tenant shall also prepare and submit, concurrently with the field development plans, detailed design plans for the parking lot, including any lighting for nighttime use. These parking lot design plans shall be consistent with the approved Master Plan and shall be subject to Landlord's review and approval. Landlord shall provide a topographic study for the field and the parking lot to facilitate Tenant's preparation of such plans. Landlord shall construct the parking lot in one or more phases, the specifics of which shall be discussed and agreed upon by Regional Parks and Tenant. Initially, the parking lot may be developed with a gravel surface or other suitable interim material approved by Landlord and may be upgraded over time. Tenant acknowledges that the soccer field shall not be used until sufficient parking, as determined by Landlord to accommodate the anticipated guests, is constructed and available. Usable parking lot shall be available prior to completion of improvements.

3.1.2 Synthetic Turf System. Tenant shall install and maintain the synthetic turf field at Schopflin Park utilizing the FieldTurf 2" Vertex Prime turf system with PureFill cork infill ("Original Turf"). The PureFill infill is a 100% organic, environmentally friendly, and non-toxic material derived from the cork oak tree, which is sustainably harvested every nine years without harming the trees.

At the end of its useful life, the synthetic turf system, including the infill, shall be 100% recyclable into various turf-related and consumer products through the manufacturer's designated recycling facilities, including the Regen infill plant and the turf recycling plant in Lincoln, CA, or other similar facility. Tenant shall ensure that the recycling process is carried out in accordance with all applicable environmental regulations and best sustainability practices.

Tenant shall be responsible for the proper installation, maintenance, and eventual replacement of the synthetic turf field, ensuring that it remains in good condition for the duration of the Lease. Maintenance shall be conducted in accordance with the manufacturer's guidelines and industry standards to preserve the safety, performance, and longevity of the field. Tenant shall provide periodic reports to County regarding the condition of the turf and any necessary maintenance or replacement plans.

Tenant shall ensure that the synthetic turf system meets all applicable safety and performance standards, including but not limited to, impact attenuation, drainage efficiency, and player safety measures. Any modifications or upgrades to the turf system shall require prior approval from County to ensure compliance with the terms of this Lease and the intended use of the Premises.

3.2 Project Design: Tenant shall employ pursuant to contract one or more design consultants licensed to practice in California and approved by Landlord to prepare all necessary design documents for the improvements (hereinafter, "design plans"), which shall be prepared in draft and final form. The contract(s) shall include, among other things, provisions allowing for review and approval of the design plans by Tenant and Landlord, and, requiring that the design consultant indemnify and insure Landlord using the indemnity and insurance provisions specified in **Exhibit C**, attached to this Lease and incorporated herein, or substantially similar provisions approved by Landlord. Documentation of such insurance coverage shall be provided to Landlord as specified in

Exhibit C. Unless Tenant receives a written opinion from the California Department of Industrial Relations stating that prevailing wage requirements are not applicable to the Project, Tenant shall pay prevailing wages for any survey work and/or soil testing performed pursuant to a design contract related to the Project, except for work which qualifies as volunteer work not subject to prevailing wages under the Public Contract Code. For such contracts, prevailing wage language contained in **Exhibit D**, Paragraph 1, attached to this Lease and incorporated herein, or substantially similar language approved by Landlord, shall be inserted in the design contract.

Landlord may disapprove the contract, by notice given within three (3) weeks following delivery of a copy of the proposed contract for Landlord's review. The notice shall specify the grounds for disapproval. In such case, the parties shall work to resolve the items causing the disapproval. Landlord's failure to provide notice of disapproval within the 3-week period shall be deemed approval of the proposed contract. However, if Landlord requires additional time for review, Landlord shall notify Tenant in writing prior to the expiration of the 3-week period, specifying the extended review period needed. If the design is to be pursuant to a design build contract, the contract shall also comply with the provisions specified in Section 3.3.2.

Design plans shall address hydraulic work, grading and drainage plans, erosion control and Storm Water Pollution Prevention Plan (SWPPP), soil tests, utilities, material specifications and details, locations of ingress and egress to and from public thoroughfares, designs and locations for outdoor signs (if any), storage areas (if any), landscaping, and irrigation. The design plans shall be sufficient to enable potential contractors and subcontractors to make reasonably accurate cost estimates if the Project is to be constructed by a contractor other than the design consultant and to enable Landlord to make an informed judgment about the design. All improvements shall be designed for construction and shall be constructed within exterior property lines of the Premises, provided that required work beyond the Premises on utilities, access and conditional use requirements do not violate this provision. With the design plans, Tenant shall deliver to Landlord the certificate of the person or persons who prepared the design plans, certifying that Tenant has fully paid for them or will be paying for them pursuant to a design build contract, or waiving payment and waiving any right to a lien for preparing them.

Landlord shall provide its approval of the draft design plans and/or any written comments on the draft design plans to Tenant within three (3) weeks of receipt of the documents. If Landlord requires changes to the design documents or additional information, such changes and/or additional information shall be made or provided by Tenant within three (3) weeks of Tenant's receipt of Landlord's comments. The review process shall continue until Landlord has provided approval of the draft design plans and specifications. The Parties shall endeavor to finalize the draft design plans within six (6) months after the execution of this Lease. Landlord's failure to provide proposed changes within any such 3-week period shall be deemed approval of the draft design plans. However, if Landlord requires additional time for review, the Landlord shall notify Tenant

in writing prior to the expiration of the 3-week period, specifying the extended review period needed

3.3 Pre-Construction requirements: Before commencement of construction of the Project or any other major work of construction, alteration, or repair (as "major" is defined in Section 8.3 of this Lease), and before any construction materials have been delivered to the Premises by Tenant or under Tenant's authority, Tenant shall comply with the following requirements, or procure Landlord's written waiver of the requirement or requirements specified in the waiver:

3.3.1 Final Design Plans: Tenant shall prepare final design plans substantially conforming to the design plans previously approved (or deemed approved) by Landlord, submit them to the appropriate governmental agencies for approval such as Permit Sonoma, State Water Resources Quality Control Board, and other agencies, obtain all necessary permits, and deliver to Landlord one complete set as approved by the governmental agencies. The final design plans submitted to Landlord shall clearly indicate all changes made from the draft design plans. Changes from the draft design plans shall be considered to be within the scope of the draft design plans if they are minor or if they are made to comply with requirements of a governmental agency or official or in connection with the application for a permit or approval, and if they do not depart substantially in size, utility, or value, from the draft design plans. Landlord shall provide its approval of the final design plans and/or any written comments on the final design plans to Tenant within three (3) weeks of receipt of the documents. If Landlord requires changes to the documents or additional information, such changes and/or additional information shall be made or provided by Tenant within three (3) weeks of Tenant's receipt of Landlord's comments. The review process shall continue until Landlord has provided approval of the final design plans. The Parties shall endeavor to finalize the final design plans within nine (9) months after the execution of this Lease.

3.3.2 Landlord's Approval of General or Design-Build Contractor/Construction or Design-Build Contract: Furnish Landlord with a true copy of Tenant's proposed contract with the general contractor or design build contractor retained for the Project and with evidence of the contractor's financial condition for Landlord's approval. The contract with a construction contractor shall require the contractor to indemnify and insure Landlord using the provisions specified in **Exhibit C**, attached to this Lease and incorporated herein, or substantially similar provisions approved by Landlord. The contract with a design build contractor shall require the contractor to indemnify and insure Landlord using the provisions specified in **Exhibit C** to this Lease, or substantially similar provisions approved by Landlord.

The contract shall give Landlord the right, but not the obligation, to assume Tenant's obligations and rights under that contract, if Tenant should default. The contract and all Tenant's work under this Lease shall comply with all laws and regulations relating to construction of improvements upon public property, to the extent such laws and regulations are applicable to improvements constructed pursuant to this Lease. Unless Tenant receives a written opinion from the California Department of Industrial Relations

stating that prevailing wage requirements are not applicable to the Project, Tenant shall pay prevailing wages for all construction work related to the Project except for work which qualifies as volunteer work not subject to prevailing wages under the Public Contract Code. The contract shall include the prevailing wage provisions specified in **Exhibit D, Paragraph II**, attached to this Lease and incorporated herein, or substantially similar language approved by Landlord. The contract shall require that all work shall be performed in a good and workmanlike manner and free of substantial defects, shall comply with the approved design plans submitted to and approved by Landlord as required by this Lease, and shall comply with all applicable governmental permits, laws, ordinances and regulations.

Landlord may disapprove the contract, by notice given within three (3) weeks following delivery of a copy of the contract. The notice shall specify the grounds for disapproval. In such case, the parties shall work to resolve the items causing the disapproval.

3.3.3 Lender's Approval: If Tenant intends to finance a portion of the construction, Tenant shall deliver to Landlord the written acknowledgment of the lender, that it has reviewed the plans and specifications and will honor the financing commitment for the construction loan based upon that review.

3.3.4 Schedule of Construction: Tenant shall deliver to Landlord the schedule for construction of the Improvements.

3.3.5 Notice of Intent to Construct: Tenant shall notify Landlord in writing of Tenant's intention to commence any work of improvement at least fifteen (15) days before the commencement of such work or the delivery of any related materials. The notice shall specify the precise location and nature of the intended improvements, in accordance with approved construction documents. In addition, Tenant shall, within the same timeframe, provide written notice to the owners and occupants of any adjacent or nearby properties that may reasonably be affected by the proposed work. Such notice shall include a brief description of the planned improvements, the anticipated start date, the duration of the work, and contact information for Tenant (or its representative) so that any concerns may be directed to and addressed by Tenant in a timely manner.

3.3.6 Bonds: Tenant's construction or design build Contractor shall furnish Tenant and Landlord a performance bond and a labor and material (payment) bond promptly after Tenant has complied with all the foregoing conditions of major construction. Each of the bonds shall be that of a responsible surety company, licensed to do business in California, in amounts not less than one hundred percent (100%) of the contract price of completion of the improvement and shall remain in effect until the entire cost of the work shall have been paid in full and the work accepted as complete by Landlord's governing body. The bonds shall provide protection to Tenant and, if commercially available, to Landlord, and all, subcontractors, mechanics, laborers and material men which is, in the sole discretion of Landlord, substantially equivalent to

protection provided by bonds ordinarily required by Landlord for public works contracts which are in effect on the date Tenant notifies Landlord of its intent to construct, pursuant to Section 3.3.5. Copies of bond language required by Landlord at the time of execution of this Lease are attached to this Lease as **Exhibit E** and incorporated herein.

3.3.7 Compliance with Regulations: Tenant shall procure and deliver to Landlord, at Tenant's expense, evidence of compliance with all then applicable codes, ordinances, regulations, and requirements for permits and approvals, including, without limitation, environmental approval, any required zoning or planning approval of the County of Sonoma, design review, grading and drainage permits, building permit and any other approvals from governmental agencies or bodies having jurisdiction.

3.3.8 Insurance for Construction Activities: Documentation of insurance as specified in Section 3.3.2 shall be furnished to Landlord prior to commencement of any construction or grading work or other physical work preparatory to construction upon the Premises. Tenant shall not commence work nor shall it allow its employees, contractors or subcontractors or anyone to commence work until all insurance required by this Section has been obtained, submitted and approved. A draft insurance certificate may be submitted with this Lease for preliminary review. However, final proof of insurance must be provided and approved by County prior to the commencement of any construction activities.

3.4 Landlord's Rights, Tenant's Responsibilities During Construction: Landlord shall have the right to post, and maintain, on the Premises, any notices of non-responsibility provided for under applicable law, and to inspect the Premises in relation to the construction, at all reasonable times. Tenant shall keep the Premises safe and shall take all reasonable measures to prevent harm, or injury, to persons entering on, or near, the construction site. Tenant shall provide temporary fencing, signs and barricades to protect public safety and secure the site during construction. Protective fencing and barricades shall be inspected prior to leaving the work site each day and shall be repaired or replaced as needed.

3.5 Diligent Prosecution to Completion: Once the construction work is begun, Tenant shall, with reasonable diligence, prosecute to completion, all construction of improvements, additions or alterations. All work shall be performed in a good and workmanlike manner and free of substantial defects, shall comply with the approved plans and specifications submitted to and approved by Landlord as required by this Lease, and shall comply with all applicable governmental permits, laws, ordinances and regulations.

3.6 Protection of Landlord Against Cost or Claim: No reference to the Mechanic's Lien Law made in this Lease shall be construed to be an agreement or an acknowledgment that such law applies to improvements constructed pursuant to this Lease, or that such improvements are, or are not, public works. Tenant shall pay, or caused to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law (commencing with California Civil Code §3109). No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the Premises, or any part of it, any mechanic's, materialman's, contractor's or

subcontractor's lien, arising from any work of improvement, however it may arise. However, Tenant may, in good faith, and at Tenant's own expense, contest the validity of any such asserted lien, claim, or demand, provided Tenant has furnished, within ten (10) days of recordation of such a lien, the bond required in Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim). Tenant shall defend and indemnify Landlord against all liability and loss of any type, arising out of work performed on the Premises by Tenant, together with attorney's fees and all costs and expenses incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such claims.

3.7 Landlord's Right to Discharge Lien: If Tenant does not cause to be recorded the bond described in California Civil Code Section 3143, or otherwise protect the Premises under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanics', materialman's, contractor's or subcontractor's lien claim and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, Landlord shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. Tenant shall reimburse Landlord for all sums paid by Landlord under this Section 3.7, together with all Landlord's attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of ten percent (10%) per year from the date of payment until the date of reimbursement.

3.8 Notice of Completion: On completion of the Improvements, Tenant shall file, or cause to be filed, a notice of completion. Tenant hereby appoints Landlord as Tenant's attorney-in-fact to file the notice of completion on Tenant's failure to do so after the work of improvement has been substantially completed.

3.9 Notice of Change in Plans: On completion of any work of improvement, Tenant shall give Landlord notice of all changes in design plans or specifications made during the course of the work, and shall at the same time and in the same manner, supply Landlord with "as built" drawings accurately reflecting all such changes and a copy of a building permit which documents Project completion and inspection in accordance with applicable law. Landlord acknowledges that it is common practice in the construction industry to make changes during the course of construction on substantial projects. However, Tenant shall not make changes without first obtaining written approval from Landlord. Landlord's Director of Regional Parks is hereby authorized to approve such changes, so long as any such changes do not substantially alter design plans or specifications previously approved by Landlord's governing body. Changes that substantially alter design plans or specifications previously approved by Landlord shall constitute a breach of Tenant's obligations hereunder.

3.10 Acceptance of Project: After Tenant has filed a notice of completion for the Improvements, Landlord's governing body shall, by resolution, accept the Improvements as complete, if it finds, in its sole discretion, that the Improvements have been completed in accordance with the previously approved plans and specifications. If Landlord reasonably determines that the Improvements have not been completed in

accordance with the previously approved plans as specification, Landlord shall provide Tenant written notice of items to be completed or corrected in order for Landlord to find such Improvements to have been completed in accordance with plans as specifications.

3.11 Tenant's Election to Construct New Improvements: Except as otherwise expressly provided in this Lease, Tenant shall not, without Landlord's prior written consent, enlarge, remove, demolish, replace or substantially alter any substantial improvement, now or hereafter, in place on the Premises, if the change would, in the sole opinion of Landlord, materially diminish its value or interfere with other uses in the Park.

4. **Operation and Maintenance Plan**. Tenant shall operate and maintain the Premises and Improvements thereto in accordance with **Exhibit F**, attached to this Lease and incorporated herein, and the other terms and conditions of this Lease. Tenant may modify its Operation and Maintenance Plan with Landlord's written approval.

5. **Use of Premises**.

5.1. Permitted Uses: Tenant shall use and permit the use of the Premises and Improvements only for the following purposes:

5.1.1 Before Construction/Project Acceptance: From the date this Lease is executed until Tenant has completed construction of the Improvements and they have been accepted by Landlord pursuant to Section 3.10, Tenant shall have access to the Premises for design and construction of the Improvements in accordance with this Lease, provided that Tenant's contractors and consultants shall have in place all workers compensation, automobile liability and general liability insurance required by this Lease, as specified in **Exhibit J**, before being permitted access to the Premises. For any access or event not directly related to design or construction of the Improvements, Tenant shall obtain Landlord's prior written approval and shall have in place before such event or access one-time event insurance acceptable to Landlord. Landlord shall retain the right to access the Premises in accordance with Article 10 of this Lease.

5.1.2 After Construction/Project Acceptance: After construction and acceptance of the Improvements as specified in Section 5.1.1, Tenant shall have exclusive use of the Premises, subject to the following conditions and other conditions specified in this Lease:

5.1.2.1 Tenant shall, without cost to Landlord, use the Premises for the purposes of the Tenant, which are to provide permanent training, game and tournament facilities for Atletico Santa Rosa soccer club, and to promote the development of all youth and adult athletic groups in the County through the public rental of the Premises at reasonable rates and terms. Tenant shall not use the Premises for any other purpose without the specific written approval of Landlord.

5.1.2.2 Tenant shall allow public use of the Premises for public athletic programs and activities offered by other groups in accordance with the Public Use Policy, attached hereto as **Exhibit G**, attached to this Lease and incorporated herein. The Parties may modify the Public Use Policy, including the user fees, in writing upon mutual consent, which will not be unreasonably withheld.

5.1.2.3 Before use of the Premises by Tenant or the public, Tenant shall obtain and have in place the insurance required by Article 12 of this Lease and shall require that all other users have in place the insurance required by this Lease.

5.1.3 Tenant's use is further limited by the following:

5.1.3.1. Tenant may not use the Premises when the Park is closed to the public without Landlord's written permission. Park is currently closed one half hour after sunset each day. If installation of lighting at the Premises is approved by all applicable agencies, permitted and installed, Landlord and Tenant may agree to appropriate hours of use that may differ from current Park hours. Landlord may condition such permission on such terms and conditions as Landlord determines necessary to protect Park property and provide for health and safety of public.

5.1.3.2 Tenant must obtain a Special Use Permit from Landlord for any of the following activities: a) at any time where more than 250 persons are expected to be in attendance at one time for an event; or b) any event or program expected to extend beyond Park closing hours. The Special Use Permit may require Tenant to avoid or mitigate traffic, parking, security, and other impacts and to prevent interference with other Park uses. The Special Use Permit may require offsite parking, shuttle service, parking monitors, special traffic control measures, a security plan, and any other measures which Landlord determines are necessary or appropriate. Tenant shall comply with any and all conditions contained in any Special Use Permit issued by Landlord pursuant to this Section.

5.1.3.3 Tenant shall coordinate use of common areas with other tenants and user groups of the Park.

5.1.3.4 Tenant's right to use the Premises does not include a right to use non-leased portions of other Park fields. Such use may be authorized only pursuant to applicable Landlord's rules and regulations and subject to payment of such fees as apply to the general public

5.1.3.5 Tenant shall post appropriate signs notifying the public of use of the Premises and improvements by permit only.

5.1.3.6 The Park is expected to be used extensively by the public for athletic events and other public and private uses. Tenant shall not use the Premises in a manner which significantly interferes with the public's use of the non-leased field portions of the Park.

5.2. Additional Conditions of Use: Tenant's use of the Premises as provided in this Lease shall be in accordance with the following:

5.2.1 Cancellation of Insurance: Increase in Insurance Rates: Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation (or price increase leading to cancellation) of any insurance covering the Premises or that will cause an increase or cancellation of insurance for the Park which is maintained by, or provided for the benefit of, Landlord. Any such activity shall be considered an unauthorized use. If the rate of any insurance maintained by Landlord is increased or is cancelled as a direct result of Tenant's unauthorized use of the Premises, as documented by a written statement to this effect signed by the insurance carrier, Tenant shall have ten (10) days from receipt of the written notice to abate the unauthorized use. If Tenant fails to abate such unauthorized use or otherwise prevent Landlord from incurring such additional premiums, Tenant shall pay to Landlord within ten (10) days before the date Landlord is obligated to pay a premium on the insurance a sum equal to the difference between the original premium and the increased premium.

5.2.2 Compliance with Laws: Tenant shall not allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant hereby warrants that its operations hereunder will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, including without limitation, health and safety requirements, labor requirements and payment of prevailing wages if applicable. Tenant agrees to comply with County of Sonoma Living Wage Ordinance. Without limiting the generality of the foregoing, Tenant expressly acknowledges and agrees that this Agreement is/may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees.

5.2.3 Billboards and Signs: Except as provided herein below, Tenant agrees not to construct, install or maintain, nor to allow upon the Premises any billboards, signs, banners or like displays which may be placed in or upon any building or structure in such manner as to be visible from the outside thereof, except those approved in writing by the Director of Regional Parks. Notwithstanding the foregoing, Tenant may (a) place high-quality advertising billboards, signs, banners or the like of commercially reasonable size, appearance and composition on the fencing surrounding the Premises, providing such are not readily visible from Old Redwood Highway; and (b) install permanent donor-recognition signs or monuments at or near the Premises which may include the name of the Premises (i.e., "Trione Fields") and the names of donors. Size, appearance composition, and location of such donor-recognition signs shall be approved in advance in writing by the Director of Regional Parks.

5.2.4 Waste: Nuisance: Tenant shall not use the Premises in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties, or to Landlord's operation and maintenance, or the public's use, of the Park. Tenant shall not do anything on the Premises that will cause damage to the Premises.

5.2.5 Hazardous Materials:

5.2.5.1 Tenant shall not cause or permit any hazardous materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees.

5.2.5.2 If Tenant breaches the obligations stated in subparagraph 5.2.5.1 of this section or if the presence of Hazardous Materials on the Premises caused or permitted by Tenant results in contamination of the Premises or if Hazardous Materials are otherwise discharged or released from the Premises during the term of this Lease as a result of Tenant's activities, Tenant shall indemnify, defend (with counsel approved by Landlord) and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Premises, and sums paid in settlement of claims, attorneys' fees, Lessee fees and expert fees) which arise during or after the term of the Lease as a result of such breach, contamination, discharge, or release. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials present in, on or under the Premises or adjacent property caused by or a result of Tenant's activities. This indemnification specifically excludes Hazardous Materials on the Premises as a result of prior occupancy. Without limiting the foregoing, if the storage or use of any Hazardous Materials on the Premises caused or permitted by Tenant after the Lease Commencement Date results in any contamination of the Premises or adjacent property, or otherwise results in the release or discharge on, under or from the Premises of Hazardous Materials, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or adjacent property to the condition existing prior to Tenant's occupation of the Premises; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would potentially not have any material adverse long-term or short-term effect on the Premises or adjacent property, and will not unreasonably interfere with the use and enjoyment of other portions of the Premises or adjacent property, and will be performed in accordance with all Hazardous Materials laws. This indemnification shall survive the termination or expiration of this Lease.

5.2.5.3 For the purposes of this section, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 et seq.), the Research Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 et seq.), Section 25117 of the California Health and Safety Code, Section 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

5.3. Reservations to Landlord:

5.3.1 Landlord's Right to Install Improvements: Landlord shall have the right but shall have no obligation, to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections; water, oil and gas pipelines; and telephone and telegraph power lines and such other appliances and appurtenances necessary or convenient to use in connection therewith, over in, upon, through, across and along the Premises or any part thereof, as will not significantly interfere with Tenant's operations hereunder and to enter thereupon for any and all such purposes. In addition, Landlord reserves the right to enter and have access to the property in order to make, construct or carry out operation and maintenance activities at the Park. Landlord will cause the surface of the Premises to be restored to its original condition upon the completion of any construction done pursuant to this Section. Landlord will coordinate with Tenant to minimize interference with use of the Premises during any of the above activities. Landlord will endeavor to ensure that use of the field is not prevented for greater than 10 consecutive days. Landlord agrees to provide a minimum of ten (10) days written notice of any use which will prevent Tenant's use the field, and a minimum of five (5) days prior written notice of any other use of the Premises pursuant to this paragraph. However, if Landlord's use must be exercised by reason of emergency, Landlord will give such notice in writing as is possible under the existing circumstances.

5.3.2 Easement and Other Reservation Rights: Landlord reserves the right to grant franchises, easements, rights-of-way and permits in, over, and upon, along or across any and all portions of said Premises as Landlord may elect provided that the same does not unreasonably interfere with Tenant's operation(s) hereunder.

5.3.3 Other Rights: Landlord reserves all oil, gas, geothermal and mineral rights from this Lease, provided that neither Landlord nor Landlord's agent, assignees, licensees or lessees under any oil, gas, geothermal or mineral lease may enter on the Premises, or otherwise interfere with Tenant's use, under any asserted right inferred from this provision.

5.4. Access: Locks, Keys: Tenant agrees to comply with all regulations and directives of Landlord regarding access to the Premises and to other Park facilities, including but not limited to hours that entrances of the Premises should be closed and locked. Tenant reserves the right to close and keep locked all entrances to the Premises during such hours as Tenant may deem it advisable to do so for the adequate protection of persons and property. Tenant shall furnish Landlord with a duplicate set of keys for all locks and gates on the Premises. Landlord shall furnish Tenant a duplicate set of keys for all locks and gates to other Park facilities which Landlord determines, after consultation with Tenant, are necessary for Tenant to have. Each party shall immediately furnish the other party with duplicate keys for any new or altered lock. Upon expiration or termination of the Lease, Tenant shall deliver to Landlord all keys which shall have been furnished Tenant or which Tenant shall have had made for the Premises or any Park facilities.

6. Additional Obligations of Tenant, Landlord:

6.1 Facility Liaison: Landlord and Tenant shall each identify a Facility Liaison who shall be authorized by such party to represent it in all matters relating to design, construction, and operation and maintenance of the Premises. Each party shall notify the other in writing of the name of the Facility Liaison within 30 days upon execution of this Lease. Each party may change its Facility Liaison by notifying the other party in writing.

6.2 Budget and Revenues: The estimated operation and maintenance budget of the Project's first year of operation and the source of future revenues are set forth on **Exhibit H**, attached to this Lease and incorporated by this reference.

6.3 Annual Report: Tenant shall provide Landlord with a written report each year, on or before June first, which shows the total amount of field rental revenue for the prior twelve (12) months, describes the sources of such funds, and further identifies any expenses. The annual report shall, in addition, describe any fundraising activities proposed for the next year. For the first 10 years, the annual report shall also document Tenant's compliance with the provisions of Section 5.1.2 above, and thereafter such information shall be provided at Landlord's request. For any such additional reports, Tenant shall furnish such additional reports reasonably requested by Landlord within thirty (30) days of a request from Landlord.

6.4 Taxes and Assessments:

6.4.1 Obligation to Pay: Tenant is fully responsible for and agrees to pay: any real and personal property taxes (including any tax levied on a possessory interest, as defined in California Revenue and Taxation Code Section 107 or successor statute, if applicable), general and special assessments, and other charges of every description, levied on or assessed against the Premises, personal property located on or in the land or improvements, the leasehold estate, or any sublease hold estate, to the full extent of installments falling due during the Term. To the extent allowed by law, Tenant may apply to the Sonoma County Board of Supervisors for waiver or other forgiveness of any such tax, assessment or other charge. The parties acknowledge that projected net revenues from operation of the Premises are expected to be required for the maintenance and replacement of the Premises and improvements, and that payment of any tax, assessment or other charge by Tenant may substantially impair Tenant's ability to maintain or replace the Premises and improvements. Unless waived or the time for payment is extended, Tenant shall make all such payments directly to the assessing authority, at least ten (10) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any, or all, of the above items, in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant's election, utilize the permitted installment method, but shall pay each installment, with any interest, before delinquency.

6.4.2 Proration for Partial Year: Any imposition of taxes referred to in Section 6.4.1 above relating to a fiscal period of a taxing authority, a part of which period is included within the Term of this Lease and a part of which is included in a period of time before the Term or after the termination of this Lease (whether or not such imposition shall be levied, assessed, confirmed, imposed or become a lien upon the Premises, or shall become payable, during the term of this Lease), shall be paid by Tenant as above but shall be prorated between Landlord and Tenant.

6.4.3 Tenant's Right to Contest: Tenant may contest the legal validity or amount of any taxes, assessments, or charges for which Tenant is responsible under this Lease, and may institute such proceedings as Tenant considers necessary. If Tenant contests any such tax, assessment or charge, Tenant may, if authorized by law, withhold or defer payment, or pay under protest, but shall protect Landlord and the Premises from any lien by adequate surety bond or other appropriate security.

6.4.4 Proof of Compliance: Tenant shall furnish to Landlord at least three (3) days before the date when any tax, assessment, or charge would become delinquent, receipts or other appropriate evidence establishing their payment. Tenant may comply with this requirement by retaining a tax service to notify Landlord whether the taxes have been paid.

6.5 Utilities: Landlord shall have no obligation to furnish sewer, gas, heat, light, telephone service or cable television service, or any other unspecified services to Tenant or to the Premises under this Lease, other than Tenant's use of such services which are available to the public as they exist on other Park grounds. For any incidental water and power services provided to the Premises by Landlord pursuant to the approved design plans, Landlord shall be solely responsible for full and prompt payment of all charges for such services furnished to the Premises. For trash and recycling services, any such services provided to Tenant shall be provided pursuant to a separate contract. Tenant shall be responsible for any types of costs and expenses, other than those provided by Landlord as specified in this paragraph, which are directly related to the use, operation, and maintenance of the Premises and all activities conducted on the Premises.

6.6 Return of funds: Should this Lease terminate before completion of the Improvements, Tenant shall refund all unused funds raised from individual donors specifically for the Improvements to each donor. Funds raised for the Improvements from special events, raffles and other fundraising activities for which no individual receipts were given, after deduction of Tenant's actual expenses directly relating to its fundraising activities, shall be spent on community projects with approval of Landlord's governing body.

7. Records and Audits:

7.1 Fundraising Records: The parties recognize that Tenant intends to construct the Project with funds raised from donations, fundraising events, and other methods which may be available to Tenant, as detailed in Tenant's Fundraising Plan,

attached hereto as **Exhibit I**, attached to this Lease and incorporated herein. Tenant shall keep full, complete and proper books, records and accounts showing all funds raised, and the name and address of each individual donor. Funds raised shall be deposited in a federally insured financial institution in a separate interest-bearing account. All books of account, records, cash receipts and other pertinent data shall be kept for three (3) years after the expiration or termination of this Lease.

7.2 Other Records: Tenant shall keep and maintain full and complete records related to the construction of the Project and to the operation of soccer and other athletic programs, including but not limited to all construction records, all records related to public use, and financial and accounting records. Tenant shall maintain the accounting records in conformity with generally accepted accounting principles. All records shall be kept for three (3) years after the expiration or termination of this Lease.

7.3 Examination of Records/Audit: Landlord shall have the right, at any reasonable time and from time to time after giving fifteen (15) days prior written notice, to do or cause to be done any or all of the following: to audit the records Tenant is required to maintain pursuant to this Lease (“Records”); to make abstracts from the Records; and to make copies of any or all of the Records. Landlord acknowledges that the names, identities, and all other information contained in the Records regarding donors contributing funds to the Tenant may constitute private and confidential information. Landlord agrees not to disclose said information to the public without the prior written consent of Tenant and donor(s) in question, except as required by law.

8. Maintenance; Repairs; Alterations; Reconstruction

8.1 Tenant’s Duty to Maintain Premises: Throughout the term, Tenant shall, at Tenant's sole cost and expense, maintain the Premises including all Improvements constructed thereon, in first-class condition, and repair in accordance with all requirements of this Lease, and all applicable laws, rules, ordinances, orders and regulations. Landlord shall not have any responsibility whatsoever to maintain or repair the Premises, including the Improvements. Tenant hereby waives the provisions of California Civil Code Sections 1941 and 1942 with respect to Landlord's obligations for tenantability of the Premises and Tenant's right to make repairs.

8.2 Repairs, Reconstruction: Except as provided below, Tenant shall promptly and diligently repair, restore or replace as required to maintain or comply as above, or remedy all damage to or destruction of all or any part of the Improvements, if the cost of the work so required does not exceed fifty percent (50%) of the replacement cost of all the improvements. If the cost does exceed that percent, Tenant may, nevertheless, repair, restore and replace, as above, or may, after written notice to Landlord elect instead to raze the Improvements damaged or destroyed and replace them with new improvements. Within sixty (60) days after such notice, Landlord may by written notice elect to repair, restore and replace as above, and Tenant shall not raze until the expiration of the time for Landlord's notice of election. Razing shall be done in the manner prescribed by **Section 8.3** below. The completed

work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality, and use to the condition of the Improvements before the event giving rise to the work, except as expressly provided to the contrary in this Lease. Landlord shall not be required to make any repairs or alterations of any kind in or on the Premises. Landlord's election to perform any obligation of Tenant under this paragraph on Tenant's failure or refusal to do so shall not constitute a waiver of any right or remedy for Tenant's default, and Tenant shall promptly reimburse, defend, and indemnify Landlord against all liability, loss, costs and expense arising from it. Nothing in this paragraph shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove or replace any improvement. No deprivation, impairment or limitation of use resulting from any event or work contemplated by this paragraph shall entitle Tenant to any offset, abatement, or reduction in rent or waiver of any condition of this Lease, nor to any termination or extension of the Term. In determining whether Tenant has acted promptly as required under this paragraph, one of the criteria to be considered is the availability of any applicable insurance proceeds.

8.3 Major and Minor Repairs Distinguished: Minor repairs are defined as repairs, restoration or replacement which cost less than \$25,000. No prior approval from Landlord is necessary for minor repairs. Major repairs are defined as repairs, restoration or replacement which cost \$25,000 or greater. Landlord's approval is required for major repairs. Tenant shall provide a schedule, budget and description of work adequate for Landlord's review and approval. Tenant shall not commence work without prior written approval of Landlord, provided that if Landlord has not responded to Tenant's request within thirty (30) days following Landlord's confirmation of receipt of the request, after Tenant delivers to Landlord the information required by this Section 8.3, the major repairs shall be deemed approved by Landlord.

9. Ownership of Improvements/Duty to Remove Fixtures/Use as Security.

9.1 Tenant's Rights to Improvements During Term: All Improvements constructed on the Premises by Tenant as permitted by this Lease shall be owned by Tenant until expiration of the Term or sooner termination of this Lease. Tenant shall not, however, remove any Improvements from the Premises nor waste, destroy or modify any Improvements on the Premises, except as permitted by this Lease.

9.2 Landlord's Right to Improvements Upon Termination of Lease: All improvements on the Premises at the expiration of the term or sooner termination of this Lease shall, without compensation to Tenant, then become Landlord's property free and clear of all claims to or against them by Tenant or any third person, and Tenant shall defend and indemnify Landlord against all liability and loss arising from such claims or from Landlord's exercise of the rights conferred by this Section.

9.3 Tenant's Duty to Remove Fixtures: At the expiration or sooner termination of the term, Landlord may at Landlord's election, demand the removal from the Premises of all fixtures and Improvements or of certain fixtures or improvements added by Tenant as specified in a notice provided as follows: A demand to take effect at the normal expiration

of the Term shall be effected by notice given at any time within three (3) months before the expiration date. A demand to take effect on any other termination of the Lease shall be effected by notice given in or concurrently with notice of such termination or within sixty (60) days after such termination. Tenant shall comply with the notice before the expiration date for normal termination, and within thirty (30) days after the notice for other terminations. The duty imposed by this provision includes, without limitation, the duty, if so requested, to demolish or remove all improvements and/or leave the Premises safe and free from debris and hazards.

9.4 Use of Improvements as Security: Tenant may not use any improvements which are included in the Premises as security or collateral for any reason without the written approval of Landlord.

10. **Landlord's Right to Inspections**. Landlord shall have the right to enter upon the Premises at any and all reasonable times during the normal business day throughout the Lease term for the purpose of inspecting the same and/or posting any notices required or permitted under California law.

11. **Assignment, Subletting**. Tenant shall not assign, sublet or transfer, whether voluntarily, involuntarily, or by operation of law, its interest in this Lease or any part thereof without the prior written approval of Landlord, which may not be unreasonably withheld. Notwithstanding the foregoing, Tenant shall be permitted to assign this Lease to another 501(c)(3) or charitable organization owned or controlled by Tenant or that acquires all of Tenant's assets. No such assignment sublet or transfer for which Landlord's prior written consent is required shall be valid or binding without said prior written approval, and then only upon the condition as such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions and restrictions of this Lease. An attempted assignment, sublet or transfer not in compliance with the provisions of this Section shall be grounds for Landlord's termination of this Lease. Consent to any assignment, sublet or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment, sublet or transfer. In addition to the above, Landlord may deny approval of any proposed assignment, sublet or transfer, for the following reasons, among others: 1) if the proposed transferee does not intend to, or Landlord determines does not have the capability to, operate soccer programs and provide such access to the public pursuant to the same conditions specified in this Lease; 2) the proposed transferee is a for-profit entity; 3) there is outstanding maintenance or repair work required by this Lease which the proposed transferee has not specifically agreed to address to the satisfaction of Landlord.

12. Insurance.

12.1. Tenant's Duty to Maintain Insurance: Tenant shall provide, as required pursuant to this Lease, insurance and evidence of insurance equivalent to that which Landlord requires for similar use of property owned by Landlord. To meet this requirement, prior to Tenant's use or occupancy of the Premises as specified in Section 5.1.2, Tenant shall

obtain insurance acceptable to Landlord in a company or companies acceptable to Landlord covering Tenant's use of the Premises. Such liability insurance shall name Landlord as an additional insured, and shall provide protection to Landlord, which is, in the sole discretion of Landlord, equivalent to protection provided by insurance ordinarily required by Landlord in leases or licenses being issued by Landlord for the use of property owned by Landlord during the Term of this Lease. Insurance requirements which are currently required by Landlord at the time of execution of this Lease and which are initially required are attached as **Exhibit J**, attached to this Lease and incorporated herein. Tenant shall maintain such insurance during the term of this Lease, and shall, in addition, obtain and maintain such additional or different insurance as may be required by Landlord which meets any new requirements adopted for use by Landlord within ninety (90) days of written notice by Landlord.

12.2. Policy Obligations: Tenant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

12.3. Failure to Maintain Insurance. Proof of Compliance: Tenant shall deliver to Landlord, in the manner required for notices, copies or certificates of all insurance policies required by this Lease, together with evidence satisfactory to Landlord of payment required for procurement and maintenance of the policy, within the times provided for in this Lease or within a reasonable time as determined by Landlord. If Tenant fails or refuses to procure or maintain insurance as required by this Lease, or fails or refuses to furnish Landlord with required proof that the insurance has been procured and is in force and paid for, Landlord shall have the right, at Landlord's election and with not less than ninety (90) days prior written notice, to terminate this Lease.

13. Indemnity. County shall be permitted to enter and inspect the licensed premises at any and all times.

13.1 Indemnity: Tenant agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Landlord, and to defend, indemnify, hold harmless, reimburse and release Landlord, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Landlord to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including Tenant, arising out of or in connection with the circumstances listed below, whether or not there is concurrent negligence on the part of Landlord, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of Landlord. If there is a possible obligation to indemnify, Tenant's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. Landlord shall have the right to select its own legal counsel at the expense of Tenant, subject to Tenant's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or

compensation payable to or for Tenant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13.2 Circumstances In Which Indemnity Applies:

13.2.1 Use of Premises: Use of the Premises in any manner by Tenant, its agents, employees, invitees, subtenants, licensees, contractors, contractees and members of the public, including but not limited to any use of the Premises which is not allowed under this Lease.

13.2.2 Breach by Tenant: Any breach by Tenant of the terms, covenants or conditions herein contained.

13.2.3 Maintenance and Operation: The maintenance or operation of the Premises.

13.2.4 Other Activities: Any other activities of Tenant, its agents, employees, or subtenants on or associated with the Premises.

14. Default, Remedies.

14.1 Landlord's Election to Terminate: Landlord may terminate this Lease for the reasons specified in this Lease, or after default if such default is not cured as specified in this Article. In the alternative, Landlord may treat Tenant pursuant to Section 14.6.1 below instead of terminating the Lease. The provisions of Sections 14.6.1 through 15.2 shall apply to any termination hereunder.

14.2 Tenant's Default: Each of the events described in Sections 14.2.1 through 14.2.5 shall be a default by Tenant and a breach of this Lease.

14.2.1 Failure to Comply with Requirements, Conditions, Reform Covenants: Tenant's failure to comply with or perform any and all requirements, conditions or covenants as specified by this Lease.

14.2.2 Abandonment or Surrender: Tenant's abandonment or surrender of the Premises.

14.2.3 Attachment or Other Levy: The subjection of any right or interest of Tenant to attachment, execution or other levy, or to seizure under legal process, if not released within ninety (90) days.

14.2.4 Appointment of Receiver: The appointment of a receiver to take possession of the Premises 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.

14.2.5 Insolvency or Bankruptcy: 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 thirty (30) days after the assignment, filing or other initial event.

14.3 Notice and Right to Cure: As a precondition to pursuing any remedy for an alleged default by Tenant, Landlord shall, before pursuing any remedy, give written notice of default to Tenant, stating that the notice is for the purpose of notice under this provision.

14.4 Tenant's Right to Cure Default: Notice of Default: If the default is for non-payment of taxes or other sums to be paid by Tenant hereunder, Tenant shall have ten (10) days after written notice is given Tenant to cure the default. For the cure of any other default, unless specified otherwise elsewhere in this Lease, Tenant shall have twenty (20) days after written notice of default is given as provided herein to commence curing the default and a reasonable time thereafter to complete curing of such default.

14.5 Landlord's Right to Cure Tenant's Defaults: After expiration of the applicable time for curing a particular default, or before the expiration of that time in the event of an emergency, Landlord may, at Landlord's election, but is not obligated to, make any payment required of Tenant under this Lease or perform or comply with any covenant or condition imposed on Tenant under this Lease. The amount so paid and/or the reasonable cost of any such performance or compliance, plus interest on such sums at the maximum rate an individual is permitted by law to charge from the date of payment, performance or compliance (herein called "act"), shall be deemed to be rent payable by Tenant on the first day of the month following the month of the act. No such act shall constitute a waiver of default or of any remedy for default or render Landlord liable for any loss or damage resulting from such act. Landlord, or Landlord's authorized representative, may enter the Premises for such purpose and take all such action as may be necessary therefore and such entry shall not constitute or be deemed to be an eviction of Tenant.

14.6 Landlord's Remedies: If any default by Tenant shall continue uncured following notice of default as required by this Lease, for the period applicable to the default under the applicable provisions of this Lease, Landlord shall have the remedies set forth in Subsections 14.6.1 through 14.6.4 in addition to all other rights and remedies provided by law or equity to which Landlord may resort cumulatively or in the alternative.

14.6.1 Termination: Landlord may, at Landlord's election, terminate this Lease by giving Tenant notice of termination. If Tenant has not cured the default within ten (10) days of the giving of the further notice required by this Section 14.6.1, all Tenants' rights in the Premises shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Premises and leave all improvements in broom-clean condition,

and Landlord may re-enter and take possession of the Premises and eject any or all parties in possession. Termination under this Section shall not relieve Tenant from the payment of any sum then due to Landlord or from any claim for damages previously accrued or then accruing against Tenant.

14.6.2 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 re-let the Premises or any part for the account and in the name of Tenant or otherwise. Landlord may, at Landlord's election eject all persons or eject some and not others or eject none. Landlord shall apply all rents from re-letting in the following manner:

14.6.2.1 First, to payment of all reasonable expenses, including attorneys' fees or broker's commissions paid or incurred in connection with recovering the Premises and improvements, placing them in good condition and preparing them for re-letting;

14.6.2.2 Second, to reasonable expenses of securing new subtenants;

14.6.2.3 Third, to the fulfillment of Tenant's covenants to the end of the term; and

14.6.2.4 Fourth, to Landlord.

Any re-letting may be for the remainder of the term or for a longer or shorter period. Landlord may execute any leases made under this provision either in Landlord's name or in Tenant's name and shall be entitled to all rents from the use, operation or occupancy of the Premises. Tenant shall nevertheless pay to Landlord on the due date specified in this Lease the equivalent of all sums required of Tenant under this Lease plus Landlord's expenses, less the proceeds of any re-letting or attornment. No act by or on behalf of Landlord, under this provision, shall constitute a termination of this Lease unless Landlord gives Tenant notice of termination.

14.6.3 Tenant's Personal Property: Landlord may, at Landlord's election, use Tenant's personal property and trade fixtures or any of such property and fixtures without compensation and without liability for use and damage, or store them for the account of and at the cost of Tenant. The election of one remedy for any one item shall not foreclose an election of any other remedy for another item or for the same item at a later time.

14.6.4 Damages: Landlord shall be entitled, at Landlord's election to damages in the following sums:

14.6.4.1 All amounts that would have fallen due as rent or otherwise owed by Tenant between the time of termination of this Lease and the time of the

claim, judgment or other award, less the proceeds of all relettings and attornments, plus interest on the balance at the rate of ten percent (10%) per year; and

14.6.4.2 The "worth" at the time of the claim, judgment or other award, of the amount by which the unpaid rent for the balance of the term exceeds the then fair rental value of the Premises (at the lower of the fair rental value as then encumbered by the Lease and improvements and the fair rental value unencumbered by the Lease and improvements). "Worth" as used in this provision, is computed by discounting the total at the discount rate of the Federal Reserve Bank of San Francisco at the time of the claim, judgment or award, plus one percent (1%).

14.7 Notice of Landlord's Default: Landlord shall not be considered to be in default under this Lease unless: (a) Tenant has given notice specifying the default; and (b) Landlord has failed for sixty (60) days to cure the default, if it is curable and institute and diligently pursue reasonable corrective or ameliorative acts for non-curable defaults. Tenant expressly waives the protection afforded by California Civil Code Sections 1932 and 1933.

14.8 Provisions Applicable to Both Parties:

14.8.1 Unavoidable Default or Delay: Any prevention, delay, non-performance or stoppage due to any of the following causes shall excuse non-performance for a period equal to any such prevention, delay, non-performance or stoppage, except the obligations imposed by this Lease for the payment of rent, taxes, insurance or obligations to pay money that is treated as rent. The causes referred to above are strikes, lock-outs, labor disputes, acts of public enemies of this state or of the United States, riots, insurrections, civil commotion, inability to obtain labor or materials or reasonable substitutes therefore, and governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease).

14.8.2 Waiver, Voluntary Acts: 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, benefit, 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 pursuant to this Lease shall not constitute a waiver of a preceding default by Tenant other than default in the payment of the particular rental payment so accepted, regardless of Landlord's knowledge of the preceding breach at the time of accepting the rent, nor shall the 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.

15. Expiration and Termination:

15.1 Tenant's Duty to Surrender: At the expiration or earlier termination of the term, Tenant shall surrender to Landlord the possession of the Premises. Surrender or

removal of Tenant's fixtures or improvements shall be as directed in provisions of this Lease at termination. Tenant shall leave the surrendered Premises and any other property in good and broom-clean condition. All Tenant's fixtures, improvements or other property that Tenant abandons at the Premises shall, at Landlord's election, become Landlord's property at termination. If Tenant fails to surrender the Premises at the expiration or sooner termination of this Lease, Tenant shall defend and indemnify Landlord from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant resulting from Tenant's failure to surrender.

15.2 Holding-Over: Any holding-over by Tenant after expiration of a term shall not constitute a renewal or extension or give Tenant any rights in or to the Premises except as expressly provided in this Lease. Notwithstanding the foregoing, no termination of this Lease shall release Tenant from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

16. General Conditions, Miscellaneous Provisions.

16.1 Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

TO: LANDLORD:	Regional Parks Department Attention: Director 400 Aviation Blvd, Ste 100 Santa Rosa, CA 95403
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TO: TENANT	Atletico Santa Rosa 210 Mountain View Road Santa Rosa, CA 95407 (707) 333-2239
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and when so addressed, shall be deemed given three days after deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

16.2 Authority to act for Landlord: Landlord hereby authorizes the Director of Regional Parks or succeeding officer to act for Landlord in taking all actions assigned to Landlord hereunder from the execution date throughout the term of the lease except those actions expressly reserved to Landlord's Governing Body.

16.3 Joint and Several Obligations: If Tenant consists of more than one person, the obligation of all such persons is joint and several.

16.4 Captions, Table of Contents: The table of contents of the Lease and the captions of the various articles and sections 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.

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

16.6 Singular and Plural: The singular number includes the plural wherever the context so requires.

16.7 Exhibits, Addenda: All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided that they have been signed or initialed by the parties. Reference to the "Lease" includes matters incorporated by reference.

16.8 Merger: This Lease is intended both as the final expression of the agreement between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the agreement, pursuant to California Code of Civil Procedure Section 1856. No modification of this Lease shall be effective unless and until such modification is evidenced by a writing signed by both parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on 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 the Lease itself. This Lease shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Lease. The failure or refusal of either party to inspect the Premises, 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 on such reading, inspection or advice.

16.9 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 on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

16.10 Broker's Commissions, Expenses: Tenant and Landlord mutually covenant that no brokers have been or will be used with respect to this Lease. In the event any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes a successful claim shall be responsible for said commission or fee and all costs and any expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

16.11 Applicable Law and Forum: This Lease shall be construed and interpreted according to California law and any action to enforce the terms of this Lease or for the breach thereof shall be brought and tried in the County of Sonoma.

16.12 Covenants and Conditions: All provisions of this Lease whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions and such covenants shall survive termination.

16.13 Tenant's Authority: Tenant shall deliver to Landlord upon execution of this Lease, a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease and naming the person who is authorized to execute this Lease on Tenant's behalf.

16.14 Time of Essence: Time is and shall be of the essence of this Lease and of each and every provision contained in this Lease.

16.15 No Discrimination: Tenant shall comply with all applicable federal, state and local laws, rules and regulations relating to non-discrimination in employment, in provision of services, and in activities associated with this Lease because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or handicap.

16.16 AIDS Discrimination: Tenant has reviewed the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment and services because of AIDS or HIV infection. Tenant agrees to comply with such provisions during the term of this Lease.

16.17 No Third-Party Beneficiaries: Nothing contained in this Lease shall be construed to create and the parties do not intend to create any rights in third parties.

16.18 Construction of Lease, Severability: To the extent allowed by law, the terms, covenants, conditions, provisions and agreements in this Lease shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. Landlord and Tenant covenant and agree that in the event any term, covenant, condition, provision or agreement in this Lease is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or agreement shall in no way affect any other term covenant, condition provision or agreement in this Lease.

16.19 Relationship: The parties intend by this Lease to establish the relationship of landlord and tenant only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of landlord and tenant.

LESSEE HAS CAREFULLY READ AND CONSIDERED THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND HEREBY AGREES THAT LESSEE SHALL BE BOUND BY ALL SAID TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

TENANT: ATLETICO SANTA ROSA
SOCCER CLUB

LANDLORD: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND APPROVED
AS TO SUBSTANCE FOR COUNTY:

By: _____

By: _____

Name: Adolfo Mendoza

Title: President

Date: _____

Date: _____

EXECUTED BY:

By: _____
Department Director

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____