

SUBLEASE FOR PUBLIC PARK

THIS SUBLEASE FOR PUBLIC PARK (this "Sublease") is made as of July 13, 2016 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessee or SubLandlord"), and COACHELLA YOUTH SPORTS ASSOCIATION SOCCER, a California Corporation (the "SubLessee"), with reference to the following facts:

RECITALS

A. Lessee is the party directly leasing certain real property (the "Real Property") described by Exhibit "A" and as shown by Exhibit "A-1" attached hereto from Armtec Defense Products Co., a California corporation ("Landlord or Master Lessor"), pursuant to that certain Lease for Public Park dated October 8, 2008 by and between Master Lessor and Lessee, as amended by (i) that certain First Amendment to Lease for Public Park dated May 25, 2011; and (b) that certain Second Amendment to Lease for Public Park dated May 31, 2016 (collectively, the "Master Lease").

B. The Real Property is in use by Lessee for public park purposes.

C. The portion of the Real Property described by the sketch drawing attached hereto as Exhibit "C" (the "Premises") depicts the Premises as same was originally leased from Master Lessor to Lessee. However, since, 2008, the Premises has been developed and used as public park space.

D. SubLessee desires to sublease the Premises from Lessee for purposes of soccer recreational services to be provided to the public by Sublessee, and Lessee desires to sublease the Premises to SubLessee on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Recitals. Lessee and SubLessee acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

2. Leasehold. Lessee hereby subleases to SubLessee, and SubLessee hereby hires from Lessee, the Premises, for the term, at the rental and upon the conditions set forth herein subject to the use conditions attached hereto as Exhibit "B" incorporated herein. SubLessee accepts the Premises, including the appurtenant improvements, structures, and facilities, if any, in an "AS IS" condition.

3. Premises. The Premises is shown and described in Exhibit "C" amounts to an area of approximately 11 Acres (476,804 square feet).

4. Term.

4.1 Original Term. The original term of this Sublease shall be for a period commencing on July 15, 2016 and Terminating on May 31, 2021.

4.2 Extension of Term. Following expiration of the Original Term, provided that the Master Lease has been extended, unless and until Lessee or Master Lessor delivers a Notice of Termination in accordance with the definition and provisions below, the term of this Sublease shall automatically be extended by successive one (1) year periods beginning on June 1st of the subject year and expiring on May 31st of the following year (individually and collectively, the "Extended Term"). Notwithstanding anything to the contrary, in the event the Master Lease is terminated, this Sublease shall automatically terminate (without the requirement of any notice) and the parties hereto shall have no further rights or obligations hereunder except those which expressly survive the termination of this Sublease.

5. Rent.

5.1 Original Term Minimum Annual Rent. During the Original Term of this Sublease, SubLessee shall pay to Lessee as minimum annual rent the sum of One and No/100 Dollars (\$1.00) per lease year. SubLessee shall pay Lessee all sums due for minimum annual rent without deduction, set off, prior notice, or demand, in advance on the first day of each rental year commencing on July 15, 2016 and continuing throughout the term of this Sublease.

5.2 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on June 1, 2021 and on June 1 of each successive year during the Extended Term the minimum annual rent shall be the sum of One and No/100 Dollars (\$1.00) per lease year.

5.3 Where to Pay Rent. All rent shall be paid to Lessee at the address specified below in the Notices Section (Section 22).

6. Security Deposit. No security deposit shall be required under this Sublease.

7 Utilities, Maintenance, Taxes and Insurance.

7.1 Utilities. SubLessee shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by SubLessee on the Premises, including, without limitation, electricity, telephone, water, and trash removal services, and SubLessee shall pay for any and all charges for establishment or connection of utility services to the Premises.

7.2 Maintenance. SubLessee shall provide all maintenance and repairs, at SubLessee's sole cost and expense, to keep the Premises in good order and condition, including, without limitation, all maintenance of fencing, gates, landscaping, all improvements existing at the commencement of this Sublease, and any improvements installed or constructed by SubLessee during the term of this Sublease.

7.3 Insurance. All insurance carried by SubLessee shall be primary to and not contributory with any similar insurance carried by Lessee, whose insurance shall be considered excess insurance only. SubLessee shall carry and maintain, during the entire term hereof, at SubLessee's sole cost and expense, the following types of insurance in the amounts specified and in the form provided for in this section:

a. Public Liability and Property Damage. Broad-form comprehensive public liability insurance with limits of not less than Three Million Dollars (\$3,000,000) per person and Five Million Dollars (\$5,000,000) each occurrence, insuring against any and all liability of SubLessee with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and property damage liability insurance with a limit of not less than \$1,000,000 each accident, or \$1,000,000 combined single limit.

b. Property Insurance. SubLessee shall obtain and maintain in force a policy or policies of insurance in the name of SubLessee, with any loss payable to SubLessee, and any lender of Lessee insuring against loss or damage to the improvements on the Premises, including, without limitation, any improvements installed or constructed by SubLessee. The amount of such insurance shall be equal to the full insurable replacement cost of such improvements, as the same shall exist from time to time, or the amount required by any lender of Lessee, but in no event more than the commercially reasonable and available insurance value thereof. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct loss or physical damage (except the perils of flood and earthquake unless required by a lender of Lessee). If such insurance coverage has a deductible clause, the deductible amount shall not exceed the amount permitted by a lender of Lessee.

In the event any casualty results in damage to the improvements on the Premises which is subleased to the SubLessee (and not constructed or installed by SubLessee in accordance with the provisions hereof), SubLessee shall either (i) use the proceeds of insurance to cause the restoration of such property or (ii) pay or cause payment to Lessee or any lender of Lessee in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessee.

c. Delivery of Certificate of Insurance. SubLessee shall deliver to Lessee certificates of insurance evidencing the insurance procured by SubLessee, which certificates shall name Lessee and Master Lessor as an additional insured together with any lender of Lessee and Master Lessor, if required.

d. Notice of Cancellation. All insurance policies shall contain a provision that such policies shall not be canceled or terminated without thirty (30) days' prior notice from the insurance company to Lessee and Master Lessor. SubLessee agrees that on or before thirty (30) days prior to expiration of any insurance policy, SubLessee will deliver to Lessee written notification in the form of a receipt or other similar document from the applicable insurance company that said policy or policies have been renewed, or deliver certificates of coverage from another good and solvent insurance company for such coverage.

8. Use. SubLessee shall use and occupy the Premises for purposes of a public park, including, without limitation, installation and use by the public of picnic area equipment, children's recreational equipment, sporting fields and equipment, and suitable automobile parking facilities for use by park visitors. SubLessee shall not use the Premises for the purposes of storing, manufacturing or selling any inherently dangerous substance, chemical, thing, or device.

9. Hazardous Substances and Hazardous Materials.

9.1 Defined. For purposes of this Sublease, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereto, or as may be identified or defined by any federal, state or local law or regulation.

9.2 Prohibition and Indemnity. SubLessee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, SubLessee shall indemnify and hold Master Lessor and Lessee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) (collectively "Claims") from the presence or release of any Hazardous Substances or Hazardous Wastes on the Premises if caused by SubLessee or persons acting under SubLessee. The foregoing indemnity shall apply regardless of whether or not any such Claims are contributed to by the negligence or fault of the indemnified party, by the violation of any law, statute or regulation by the indemnified party, and even if the indemnified party is strictly liable therefore. However, in the event of such contributory negligence or other fault of the indemnified party, then the indemnified party shall not be indemnified hereunder in the proportion that the indemnified party's negligence or other fault caused any such Claims. SubLessee shall execute such affidavits, representations or other documents from time to time as Master Lessor or Lessee may reasonably request concerning SubLessee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on the Premises. This paragraph shall survive the termination of this Sublease.

10. Improvements.

10.1 Consent of Lessee. SubLessee shall not construct or make any installations, additions, improvements or alterations in or to the Premises, without the prior written consent of Lessee, which consent shall not be unreasonably withheld or delayed.

10.2 SubLessee to Pay Improvement Cost. All installations, additions, improvements, or alterations constructed or made to the Premises, with the consent of Lessee, shall be made at the sole cost and expense of SubLessee.

10.3 Removal of Improvements. All installations, additions, improvements, or alterations constructed or made to the Premises by SubLessee shall remain SubLessee's personal property and, notwithstanding principles of law applicable to real property improvements,

SubLessee's installations, additions, improvements or alternations shall not be deemed improvements to Lessee's property or Master Lessor's property and may be removed from the Premises by SubLessee upon termination of this Sublease in the sole discretion of SubLessee. Notwithstanding the foregoing, upon termination of this Sublease, Lessee or Master Lessor may require SubLessee to remove some or all of SubLessee's installations, additions, improvements and alterations, at SubLessee's sole cost and expense. Further, upon termination of this Sublease and following removal of SubLessee's property, the Premises shall be restored to a condition reasonably satisfactory to Lessee and Master Lessor, at SubLessee's expense. Any of SubLessee's property, as aforesaid, not removed from the Premises upon termination of this Sublease shall become the property of Master Lessor and Master Lessor shall have the right to remove same and charge Sublessee for the cost of removing or disposing of same, which cost Sublessee shall promptly pay. This Section 10.3 shall survive the termination of this Sublease.

10.4 Mechanic's Liens. SubLessee agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by SubLessee in connection with the Premises (collectively, "Liens"), and to keep and to hold the Premises free, clear, and harmless of and from all liens that could arise by reason of any such work. Sublessee hereby agrees to indemnify, defend and hold harmless Lessee and Master Lessor for, from and against any and all claims, costs, liabilities and damages relating to any Liens and shall pay the costs relating to any such Liens on demand. This Section 10.4 shall survive the termination of this Sublease.

11. Termination. Within ninety (90) days prior to expiration of the Original Term and at any time during any Extended Term hereof, either Lessee or SubLessee may terminate this Sublease, without cause, by serving the other party with ninety (90) days' prior written notice of such termination (a "Notice of Termination"). Upon termination of this Sublease, SubLessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessee and Master Lessor.

12. Signs. SubLessee shall not install any signs on the Premises without the prior written consent of Lessee, which consent shall not be unreasonably withheld or delayed, subject, however, to the Master Lease.

13. Subordination, Attornment.

13.1 Subordination. This Sublease shall be subject and subordinate to any mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. SubLessee agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of SubLessee under this Sublease. Any lender of Lessee or Master Lessor may elect to have this Sublease superior to the lien of its Security Device by giving written notice thereof to SubLessee, whereupon this Sublease shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

13.2 Attornment. In the event that Master Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Sublease is subordinated (i) Lessee and SubLessee shall, subject to the non-

disturbance provisions of the paragraph immediately below, attorn to such new owner, and upon request, enter into a new lease or Sublease, containing all of the terms and provisions of this Sublease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Sublease will automatically become a new lease between SubLessee/Lessee and such new owner, for the remainder of the term hereof, and (ii) Master Lessor shall thereafter be relieved of any further obligations under the Master Lease and such new owner shall assume all of Master Lessor's obligations under the Master Lease, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee/SubLessee might have against any prior lessor, or (c) be bound by prepayment of more than one month's rent.

14. Master Lessor's and Lessee's Consent Required. SubLessee shall not assign, mortgage, or hypothecate this Sublease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Master Lessor and Lessee in each instance, which consent may be granted or denied in Master Lessor and Lessee's sole discretion; provided, however, that any transfer by SubLessee to a controlling entity or a controlled entity shall not be considered to be a prohibited assignment. In the event that Master Lessor's and Lessee's written consent is granted, SubLessee shall pay all expenses in connection with such assignment and SubLessee shall remain primarily obligated to Master Lessor and Lessee for performance of all provisions of this Sublease.

15. [Intentionally Deleted]

16. Entry and Inspection. SubLessee shall permit Master Lessor and Lessee or their respective agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same.

17. Indemnification and Waiver of Claims.

17.1 Indemnification. SubLessee will indemnify, defend and hold harmless Master Lessor and Lessee, its shareholders, officers, directors, employees, agents, and lenders, as well as their successors and assigns (collectively, the "Lessor Parties") and save them harmless for, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property occurring in or about, or arising from or out of the Premises, resulting from or in part by any act or omission of SubLessee, its agents, contractors, invitees, trespassers, members of the public, or employees. SubLessee agrees to defend, at its own cost and expense, any lawsuit or proceeding referred to above and to reimburse Master Lessor/Lessee and/or the Lessor Parties for any reasonable expenses or damages, including reasonable attorney's fees, costs of investigation of claims, and fees of expert witnesses, incurred in any such proceeding, lawsuit, administrative action, or investigation.

17.2 Waiver of Claims. Master Lessor/Lessee and the Lessor Parties shall not be liable for, and SubLessee releases Master Lessor/Lessee and the Lessor Parties, from all claims for damage to person and property sustained by SubLessee, any person claiming through SubLessee, or any third party, arising at the Premises and/or from use of the Premises by a person.

17.3 Notice of Claims or Suits. SubLessee agrees to promptly notify Lessee of any claim, action, proceeding or suit instituted or threatened against the Master Lessor or Lessee.

17.4 Survival of Sublease--The provisions of this Section 17 shall survive termination of this Sublease.

18. Eminent Domain. If the Premises, or any part thereof or any estate therein, materially affecting SubLessee's use of the Premises, shall be taken by eminent domain, this Sublease shall terminate on the date when title vests pursuant to such complete taking or at the election of Lessee, Master Lessor or Sublessee. The rent due hereunder shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to SubLessee. SubLessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but SubLessee may file a claim for any 'taking of property owned by SubLessee, and for moving expenses.

19. Lessee's Remedies on Default. If SubLessee defaults in the payment of rent 'or defaults in the performance of any of the other covenants or conditions hereof, Lessee may give SubLessee notice of such default and if SubLessee does not cure any such default within thirty (30) days after the giving of such notice (or if the default is of a nature that it cannot be completely cured within such period, if SubLessee does not commence such cure within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessee may terminate this Sublease on not less than thirty (30) days' notice to SubLessee. On the date specified in such notice the term of this Sublease shall terminate, and SubLessee shall then quit and surrender the Premises to Lessee, without extinguishing SubLessee's liability. If this Sublease shall have been so terminated by Lessee, Lessee may at any time thereafter resume possession of the Premises by any lawful means and remove SubLessee or other occupants and their effects.

20. Attorney's Fees. In the event that any legal action should be brought in connection with this Sublease by either party, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such action, including a sum for reasonable attorneys' fees.

21. Waiver. No failure of Lessee or Master Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Notices. Any notice, request, demand, or other communication which either party may or is required to give, shall be in writing and shall be delivered in person or sent to the address set forth hereinbelow by registered or certified mail, return receipt requested with postage prepaid, by commercial overnight courier, with written verification of receipt, or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) one (1) business day after having been sent by commercial overnight courier as evidenced by the written verification of receipt or (d) on the date of confirmation if telecopied. Either party may change its address for receiving notice by written notice given to the other in accordance with the provisions of this Notices section.

To Lessee:

City of Coachella
Attn: Maritza Martinez, Public Works Director
1515 Sixth Street
Coachella, CA 92236

To Sublessee:

23. Heirs, Assigns, Successors. This Sublease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

24. Time of Essence. Time is of the essence of this Sublease.

25. Entire Agreement. This instrument constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

26. Governing Law. This Sublease shall be governed by and construed in accordance with the laws of the State of California.

27. Representations. Lessee makes no representation that the use for the Premises proposed by in Section 8, above, is a use allowed under any local, state or federal ordinance, law or regulation. SubLessee accepts the Premises "as-is, where-is and with all faults" without any warranty or representation as to the zoning of the Premises or its condition of fitness for the use intended by SubLessee.

28. Operation of Premises. SubLessee agrees to manage and control the operation of the Premises so as not to interfere with conduct of business by Less or Master Lessor.

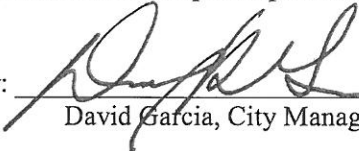
29. Subject to Master Lease. This Sublease shall be, at all times, subject and subordinate to the Master Lease and, to the extent of any inconsistency between this Sublease and the Master Lease, the terms of the Master Lease shall control.

[SIGNATURE PROVISIONS ARE ON THE NEXT PAGE]

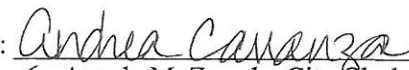
IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first written above.

LESSEE:

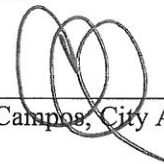
THE CITY OF COACHELLA
A California municipal corporation

By: 
David Garcia, City Manager

Attest:

By: 
for Angela M. Zepeda, City Clerk 8/10/2016

Approved as to Form:

By: 
Carlos L. Campos, City Attorney

SUBLESSEE:

COACHELLA YOUTH SPORTS
ASSOCIATION SOCCER
a nonprofit organization


By: 
President

EXHIBIT "A"
SHEET 1 OF 3

LEGAL DESCRIPTION OF LESSEE'S REAL PROPERTY

THE LESSOR'S REAL PROPERTY REFERRED TO HEREIN IS A PORTION OF PARCEL 2 OF LOT LINE ADJUSTMENT 2004-08, RECORDED OCTOBER 28, 2004 AS INSTRUMENT NO. 2004-856530, BEING A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER (S1/2 NE1/4) OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 8 EAST OF THE SAN BERNARDINO BASE AND MERIDIAN, CITY OF COACHELLA, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 8:
THENCE ALONG THE E'LY QUARTER SECTION LINE OF SAID SECTION 8,
NORTH 88° 51'33" EAST, 1,332.15 FEET TO THE E'LY 1/16 SECTION LINE OF
SECTION 8 AND THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 00° 24'00" EAST, 512.19 FEET TO THE S'LY TRACT BOUNDARY
OF TRACT MAP 31533-3 RECORDED IN BOOK OF MAPS 389 ON PAGES 29
THROUGH 32, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY
RECORDER, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA;

THENCE SOUTH 88° 51'33" WEST, 747.54 FEET;

THENCE ALONG A TANGENT 256.00 FEET RADIUS CURVE CONCAVE TO THE
SOUTHEAST THROUGH AN INTERNAL ANGLE OF 85° 47'40" A DISTANCE OF 383.33
FEET;

THENCE ALONG A TANGENT 344.00 FEET RADIUS CURVE CONCAVE TO THE
NORTHWEST THROUGH AN INTERNAL ANGLE OF 31° 14'40" A DISTANCE OF 187.59
FEET;

THENCE SOUTH 08° 02'16" EAST, 37.75 FEET;

THENCE ALONG A NON-TANGENT 275.00 FEET RADIUS CURVE CONCAVE TO
THE NORTHEAST, A RADIAL LINE AT THIS POINT BEARS SOUTH 29°
20'32" WEST, THROUGH AN INTERNAL ANGLE OF 30° 28'59" AND A DISTANCE OF
146.31 FEET;

THENCE NORTH 88° 51'33", 756.30 FEET;

THENCE ALONG A TANGENT 100.00 FEET RADIUS CURVE CONCAVE TO THE
NORTHWEST THROUGH AN INTERNAL ANGLE OF 17° 35'56" A DISTANCE OF 30.72
FEET;

EXHIBIT "A"
SHEET 2 OF 3

THENCE NORTH $71^{\circ} 15'33''$, 50.00 FEET;

THENCE ALONG A TANGENT 47.00 FEET RADIUS CURVE CONCAVE TO THE
SOUTHWEST THROUGH AN INTERNAL ANGLE OF $107^{\circ} 36'00''$ A DISTANCE
OF 88.26 FEET;

THENCE NORTH $88^{\circ} 51'33''$ EAST, 12.48 FEET ALONG THE E'LY QUARTER
SECTION LINE OF SAID SECTION 8 TO THE E'LY 1/16 SECTION LINE OF SAID
SECTION 8 AND THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 476, 804 SQUARE FEET (10.95 ACRES), MORE OR
LESS.

AS SHOWN ON EXHIBIT "A" SHEET 3 OF 3 ATTACHED HERETO AND MADE A
PART HEREOF.

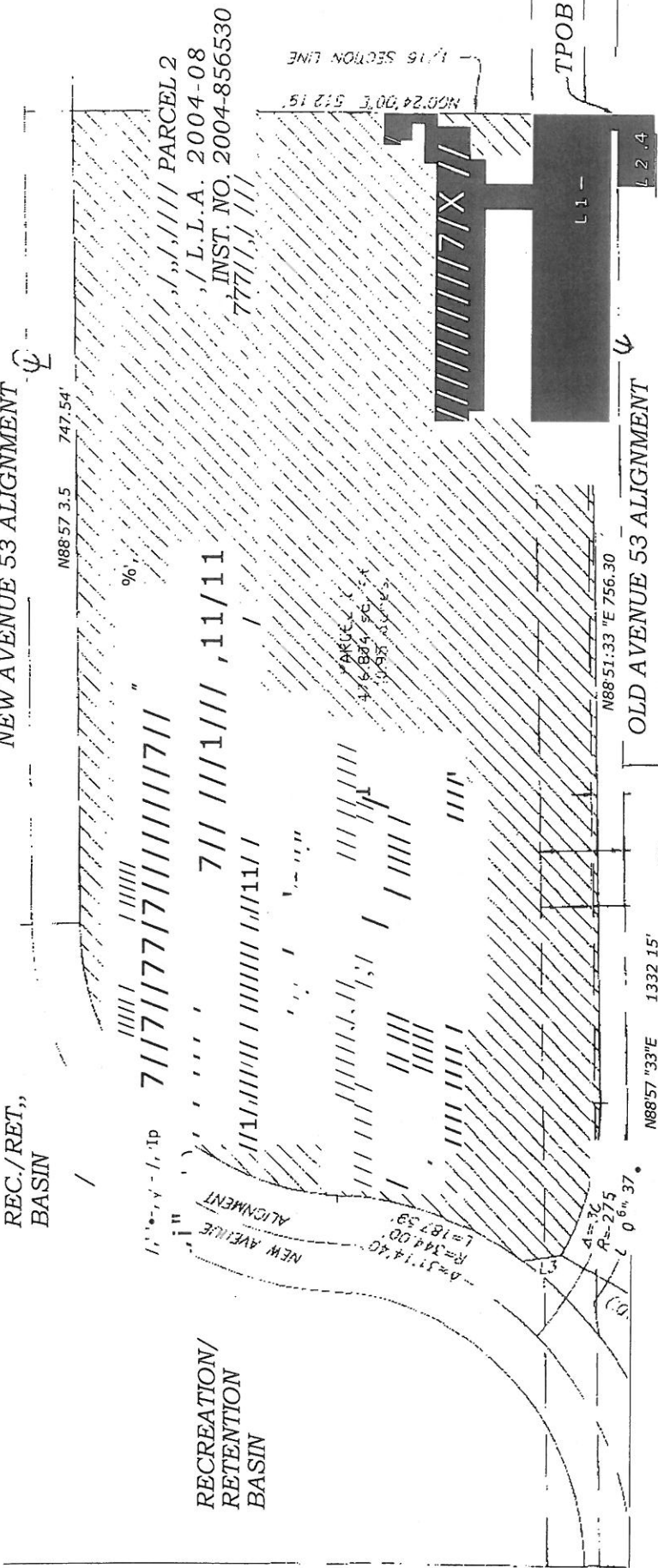
EXHIBIT "A"
SHEET 3 OF 3

TRACT MAP 31533-3
MB 389 / PG 29-32

NEW AVENUE 53 ALIGNMENT

REC./RET.,
BASIN

RECREATION/
RETENTION
BASIN



PARCEL 2
L.L.A. 2004-08
INST. NO. 2004-856530

TPOB

OLD AVENUE 53 ALIGNMENT

1/4 SECTION LINE

CO



SCALE: 1" = 100'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°15'33"E	50.00'
L2	N88°51'33"E	12.48'
L3	S08°02'16"E	37.75'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	1735°56"	100.00'	30.72'
C2	10736°00"	47.00'	88.26'

EXHIBIT "B"

Conditions for Use

1. Structural Improvements—SubLessee will comply with the existing restriction of Section 10.1 requiring Lessee approval prior to making any improvements.
2. Maintenance--SubLessee to ensure that all soccer fields are properly maintained and kept in good operating condition.
3. Lighting--No lights are allowed for nighttime use. Requests for periodic exceptions may be presented to Sublessee for their consideration.
4. Power—Sublessee to ensure 110 V power to site should it be necessary for use of applications such as, but not limited to, operation of electric timers for watering. SubLessee to pay all costs consumption.
5. Water—Sublessee to ensure maintenance of site is sufficient to maintain the landscape maintenance at acceptable levels and Sublessee to pay all costs of installation and consumption.