

AMENDMENT NO. 1 TO SUBLEASE

THIS LEASE FOR PUBLIC PARK (this "Lease") is made as of February 23, 2022 by and between THE CITY OF COACHELLA, a California municipal corporation (the "Lessor"), COACHELLA VALLEY SOCCER LEAGUE(CVSL), a California Non-profit ("Sub-Lessor"), and COACHELLA YOUTH SPORTS ASSOCIATION SOCCER(CYSAS), a California Non-profit ("Sub-Lessor"), 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 "B" attached hereto.

B. The Real Property described below, 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") is how this land was originally leased from Armtec Defense Technologies (Lessor) to the City. Since, 2008, the Premises has been developed and used as public park space.

D. Lessee desires to sublease the Premises for purposes of soccer recreational services to be provided to the public by the Sublessors, and Lessee desires to Sub-lease the Premises to SubLessors 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 SubLessors acknowledge the Recitals set forth above which are incorporated herein by this reference together with the Exhibits attached hereto.

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

3. Premises. The Premises shown and described in Exhibit "A" amounts to an area of approximately 11 Acres (476,804) square feet. Upon execution of this Lease, Lessee grants to SubLessors the right to survey the Premises (the "Survey") and such Survey, if performed, shall replace Exhibit "A" as the description of the Premises and shall be attached and incorporated herein as Exhibit "A."

Term of Lease.

4.1 Original Term. The original term of the Lease shall commence on March 15, 2022 and terminate on May 30, 2026 (the "Original Term").

4.2 Extension of Term. Following expiration of the Original Term, unless and until Lessee or Lessors delivers a Notice of Termination in accordance with the definition and provisions below, the term of this Lease shall automatically be extended by successive one (1) year periods beginning on July 1 of the subject year and expiring on June 30 of the following year (individually and collectively, the "Extended Term").

5. Rent.

5.1 Original Term Minimum Annual Rent. During the Original Term of this Lease, SubLessors shall pay to Lessee as minimum annual rent the sum of One and No/100 Dollars (\$1.00) per year. SubLessors 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 1, 2022 and continuing throughout the term of this Lease.

5.2 Extended Term Minimum Annual Rent. In the event that the Extended Term should become effective, on July 1, 2026 and on July 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 year.

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

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

7 Utilities, Maintenance, Taxes and Insurance.

7.1 Utilities. SubLessors shall make all arrangements for and shall pay for all utilities and services furnished to the Premises or used by SubLessors on the Premises, including, without limitation, electricity, telephone, water, and trash removal services, and SubLessors shall pay for any and all charges for establishment or connection of utility services to the Premises. CVSL shall be responsible for utilities correspondent to Fields 3 & 4 and CYSAS shall be responsible for utilities correspondent for Fields 1 & 2.

7.2 Maintenance. SubLessors shall provide all maintenance and repairs, at SubLessors' 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 Lease, and any improvements installed or constructed by SubLessors during the term of this Lease. CVSL shall be responsible for maintenance correspondent to Fields 3 & 4 and CYSAS shall be responsible for maintenance correspondent for Fields 1 & 2.

7.3 Insurance. All insurance carried by SubLessors shall be primary to and not contributory with any similar insurance carried by Lessee, whose insurance shall be considered excess insurance only. SubLessors shall carry and maintain, during the entire term hereof, at SubLessors' 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 Lessee 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. SubLessors shall obtain and maintain in force a policy or policies of insurance in the name of SubLessors, with any loss payable to SubLessors, 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 SubLessors. 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 Lessor). 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 Leased to the Lessee (and not constructed or installed by SubLessors in accordance with the provisions hereof), SubLessors shall either (i) use the proceeds of insurance to cause the restoration of such property or (ii) pay or cause payment to Lessor or any lender of Lessor in an amount of the proportionate share of insurance proceeds attributable to damage to such property of Lessor.

c. Delivery of Certificate of Insurance. SubLessors shall deliver to Lessee certificates of insurance evidencing the insurance procured by SubLessors, which certificates shall name Lessee as an additional insured together with any lender of Lessor and Lessee, 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 Lessor. SubLessors agrees that on or before thirty (30) days prior to expiration of any insurance policy, SubLessors will deliver to Lessor 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. SubLessors 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. SubLessors 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 Lease, 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. SubLessors 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, Lessee shall indemnify and hold 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 SubLessors or persons acting under SubLessors. 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. SubLessors shall execute such affidavits, representations or other documents from time to time as Lessee may reasonably request concerning SubLessors' 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 Lease.

10. Improvements.

10.1 Consent of Lessor. SubLessors 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 Lessee 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 SubLessors.

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

SubLessors' installations, additions, improvements or alternations shall not be deemed improvements to Lessee's Premises and may be removed from the Premises by SubLessors upon termination of this Lease in the sole discretion of SubLessors. Notwithstanding the foregoing, upon termination of this Lease, Lessee may require SubLessors to remove some or all of SubLessors' installations, additions, improvements and alterations, at SubLessors' sole cost and expense. Further, upon termination of this Lease and following removal of SubLessors' property, the Premises shall be restored to a condition reasonably satisfactory to Lessee, at SubLessors' expense. Any of SubLessors' property, as aforesaid, not removed from the Premises upon termination of this Lease shall become the property of Lessee.

10.4 Mechanic's Liens. SubLessors agrees to pay promptly for all labor or materials furnished for any work of construction, improvements, alterations, additions, repairs or maintenance performed by SubLessors in connection with the Premises, 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.

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 SubLessors may terminate this Lease, 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 Lease, Lessee shall return the Premises in good condition and repair to the reasonable satisfaction of Lessor.

12. Signs. Lessee shall not install any signs on the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

13. Subordination, Attornment:

13.1 Subordination. This Lease 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. SubLessors agrees that the holders of any such Security Devices shall have no liability or obligation to perform any of the obligations of Lessee under this Lease. Any lender of Lessee may elect to have this Lease superior to the lien of its Security Device by giving written notice thereof to SubLessors, whereupon this Lease 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 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 Lease is subordinated (i) Lessee and SubLessors shall, subject to the non-disturbance provisions of the paragraph immediately below, attorney to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between SubLessors/Lessees and such new owner, for the remainder of the term hereof, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, 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 Lessees/SubLessors might have against any prior lessor, or (c) be bound by prepayment of more than one month's rent.

14. Lessors' Consent Required. SubLessors shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor and Lessee in each instance, which consent may be granted or denied; provided, however, that any transfer by SubLessors to a controlling entity or a controlled entity shall not be considered to be a prohibited assignment.

15. Assignment and Subleasing. SubLessors shall not assign, mortgage, or hypothecate this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Lessor and Lessee in each instance, which consent may be granted or denied in Lessor's and Lessee's sole discretion; provided, however, that any transfer by SubLessors to an entity controlled by or controlling SubLessors shall not be considered to be a prohibited assignment.. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. In the event that Lessor's and Lessee's written consent is granted, SubLessors shall pay all expenses in connection with such assignment and SubLessors shall remain primarily obligated to Lessor and Lessee for performance of all provisions of this Lease.

16. Entry and Inspection. SubLessors shall permit Lessor and Lessee or their 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. SubLessors will indemnify 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 from and against any 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 SubLessors, its agents, contractors, invitees, trespassers, members of the public, or

employees. SubLessors agrees to defend, at its own cost and expense, any lawsuit or proceeding referred to above and to reimburse 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. Lessor/Lessee and the Lessor/Lessee Parties shall not be liable for, and SubLessors releases Lessor/Lessee and the Lessor/Lessee Parties, from all claims for damage to person and property sustained by SubLessors, any person claiming through SubLessors, 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. SubLessors agrees to promptly notify Lessee of any claim, action, proceeding or suit instituted or threatened against the Lessor or Lessee.

17.4 Survival of Lease--The provisions of this section shall survive termination of this Lease.

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

19. Lessor's Remedies on Default. If SubLessors defaults in the payment of rent 'or defaults in the performance of any of the other covenants or conditions hereof, Lessee may give SubLessors notice of such default and if SubLessors 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 SubLessors 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 Lease on not less than thirty (30) days' notice to SubLessors. On the date specified in such notice the term of this Lease shall terminate, and SubLessors shall then quit and surrender the Premises to Lessor, without extinguishing SubLessors' liability. If this Lease shall have been so terminated by Lessee, Lessee may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

20. Attorney's Fees. In the event that any legal action should be brought in connection with this Lease 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 SubLessors 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 SubLessor: Coachella Valley Soccer League
51544 Cesar Chavez St. Ste. 1H, Coachella CA 92236
Coachella Youth Sports Association Soccer
PO Box 1323, Coachella, CA 92236

To Lessee: City of Coachella
Attn: Maritza Martinez, Public Works Director
53990 Enterprise Way
Coachella, CA 92236

23. Heirs, Assigns, Successors. This Lease 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 Lease.

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 Lease 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 SubLessors as set forth in Section 8, above, is a use allowed under any local, state or federal ordinance, law or regulation. Lessee 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 Lessee."

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

[SIGNATURE PROVISIONS ARE ON THE NEXT PAGE]

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

LESSEE:

CITY OF COACHELLA

City Manager

SUBLESSORS:

COACHELLA VALLEY SOCCER LEAGUE

COACHELLA YOUTH SPORTS ASSOCIATION SOCCER

EXHIBIT "A"
SHEET 1 OF 3

LEGAL DESCRIPTION OF LESSOR'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;

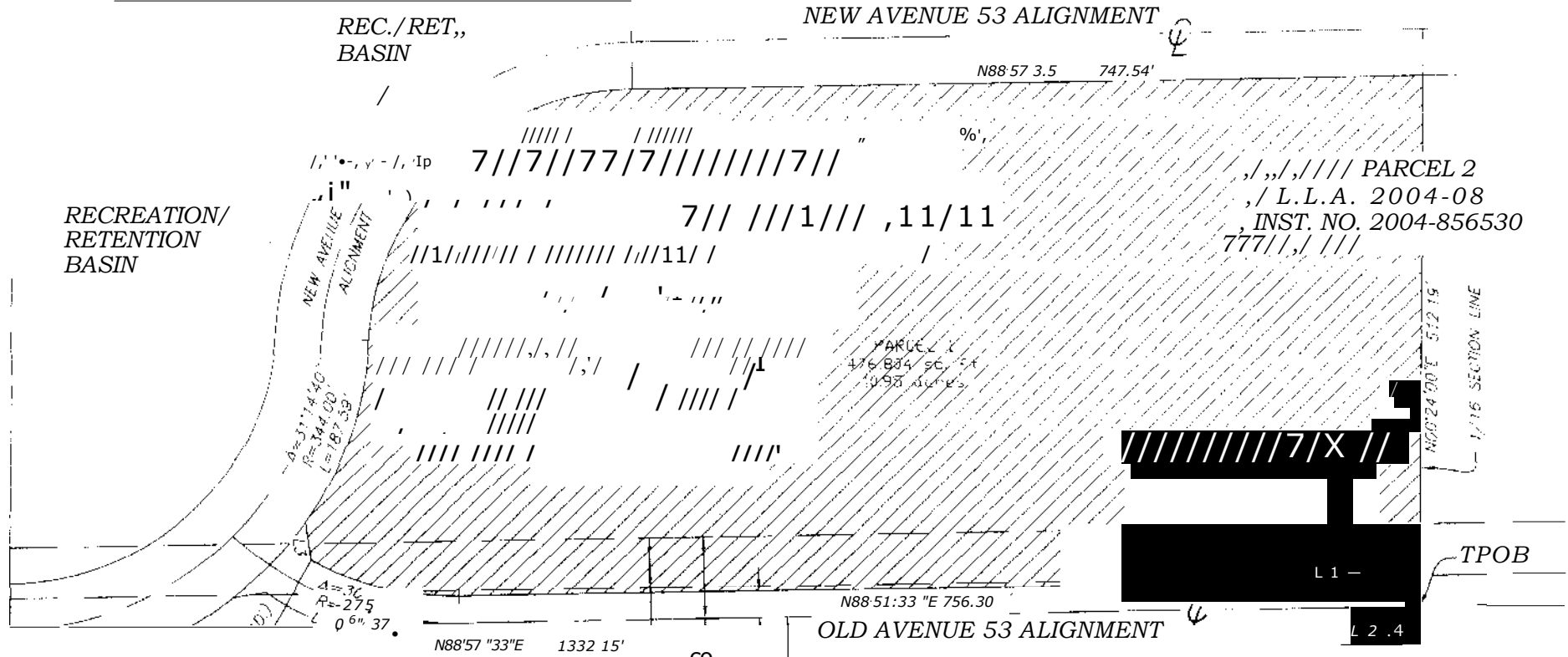
THENCE NORTH $88^{\circ} 51'33''$ EAST, 12.48 FEET ALONG THE E'LY QUARTER
SECTION LINE OF SAID SECTION 8 TO THE E'LY 1/16 SECTION LINE OF SAID
SECTION 8 AND THE TRUE POINT OF BEGINNING.

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



SCALE: 1" = 100'

0 50 100 200 300

awl
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rt



LINE TABLE		
LINE	BEARING	LENGTH
L1	N71°15'33"E	50.00'
L2	N88°51'33"E	12.48'
L3	508°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 of Armtec Property for City Park and Soccer Fields

1. Porta Potties — No 'porta potties' or similar sanitary equipment or facility shall be located within 300 feet of the SE corner of the leased property.
2. Parking - Parking along Avenue 53 is prohibited as marked on the attached Figure
3. Maintenance—SubLessors ensure that all soccer fields are properly maintained and kept in good operating condition.
4. Grass quality for all soccer fields—Sublessors ensure that field grass coverage is kept at a quality level,
5. Field 1 & 2 are the furthest west fields and Field 3 & 4 are the fields furthest east and closest to the fence line



