

**LEASE AGREEMENT PERTAINING TO  
THE USE OF HUNT FIELD  
LOCATED AT 41810 JUNIPER STREET, MURRIETA, CALIFORNIA  
FOR BASEBALL PURPOSES**

**THIS AGREEMENT** is hereby made and entered into by and between the **CITY OF MURRIETA** (hereinafter "City"), a municipal corporation and **MURRIETA NATIONAL LITTLE LEAGUE**, a non-profit organization (hereinafter "MNLL"), a California non-profit corporation, jointly hereinafter the "Parties".

**RECITALS**

**WHEREAS**, the City owns certain parcels located at 41810 Juniper Street, Murrieta, California, and

**WHEREAS**, MNLL desires to utilize a portion of the aforesaid lots for baseball related purposes; and

**WHEREAS**, the City and MNLL desire to enter into a Lease Agreement for a portion of the aforesaid lots upon which MNLL will maintain the baseball fields and related appurtenances and utilize said baseball fields related to its operation as Murrieta National Little League.

**NOW, THEREFORE, BASED UPON THE MUTUAL CONSIDERATION RECITED HEREIN, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

1. That the foregoing recitals are true and correct and are hereby incorporated herein.
2. Site Location. MNLL shall be entitled to utilize approximately one (1) acre of those lots designated at 41810 Juniper Street for those activities relating to baseball games, practices, field maintenance and repair, vandalism repair and graffiti removal. Additional construction of all associated facilities shall conform to the guidelines approved by the City, and shall comply with all applicable ordinances and laws. The location of the baseball fields and the aforesaid appurtenances is more specifically shown in Exhibit "A" attached hereto and made a part hereof. Prior to

commencement of any construction, MNLL shall submit all plans and specifications to the City for its review and written approval. All such construction and structure shall comply with all applicable ordinances and laws.

3. Access to the Site. Pedestrian access to the Site shall be from Adams Avenue, Juniper Street and/or Plum Street. Vehicle parking shall be in designated stalls on Adams Avenue, Juniper Street or Plum Street in the parking lot for the Community Center Facility or along the aforementioned streets.

4. Funding, Improvements and Remodeling for the Baseball Fields and Appurtenances. MNLL shall be solely responsible for all costs associated with additional construction, remodeling, improvements and operation for the baseball fields and appurtenant facilities.

5. Consideration. As consideration for the operation of the baseball program, the City shall lease the Site to MNLL at no cost except for those charges relating to the electric usage of the Site, including ball field lighting as well as those costs associated with the concession stand. CSD staff shall invoice MNLL monthly based on the readings provided by Southern California Edison.

6. Site Maintenance and Utilities. MNLL shall be responsible for all on-site maintenance and electrical costs for the baseball fields and facilities. Any and all material and equipment required for the operation of the baseball program shall be supplied entirely by MNLL.

MNLL shall be responsible for the repair of damages to the fields or facilities and for general ongoing maintenance, including the repair of irrigation lines. Additional landscape design and materials shall be submitted to the City in advance of any construction and shall be required to be approved in writing by the City.

7. Term. The term of this Agreement shall commence upon execution and remain in effect for ten (10) years, concluding with the 2015 MNLL baseball season, and may be extended in

five (5) year increments thereafter. This Agreement may be terminated by either party hereto upon a minimum of thirty (30) days written notice.

8. Subcontracting and Assignment. The experience, knowledge, capability and reputation of MNLL are partial consideration for this Agreement. MNLL or its designated Maintenance Contractor shall not contract with any other person or entity to perform in whole or in part any construction or operation contemplated by this Agreement without prior written approval of the City. Neither this Agreement, nor any right, entitlement or obligation hereunder may be transferred, signed, conveyed, delegated, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City.

9. Use of the Baseball Fields by the City. The City shall be entitled to utilize the baseball fields during the off-season. The park, in the off-season, shall remain passive. No other sports organizations shall be allowed to use the Site. During said periods of use, the City shall assume liability for any damage to the fields or facilities and shall indemnify and hold harmless MNLL pursuant to Section 12 of this Agreement.

10. Insurance. MNLL shall procure and maintain, at its cost, comprehensive general liability and property damage insurance against all claims for injuries against persons or damages to property resulting from the acts or omissions of MNLL or any of its agents, representatives, members, guests, or invitees arising out of or related to this Agreement and/or the operation of the baseball fields. Such insurance shall be kept in effect during the term of this Agreement and shall not be subject to reduction in coverage, cancellation or termination without thirty (30) days prior written notice by certified mail to the City. A certificate or certificates evidencing the foregoing and naming the City as an additional insured shall be delivered to and approved by the City prior to commencement of construction and/or the exercise of any of the rights conferred hereunder. The

procuring of such insurance or the delivery of policies or certificates evidencing the same shall not be construed as a limitation of MNLL's obligation to indemnify the City and its agents and employees. The amount of comprehensive general liability and property damage insurance required hereunder shall be no less than \$1,000,000.00 per occurrence. Secondary accidental injury insurance shall be secured by MNLL and provided for every baseball participant, coach and all other individuals utilizing the baseball fields.

11. Indemnification by MNLL. MNLL shall hold harmless, indemnify and defend at MNLL's sole expense, the City, its officers, agents, representatives and employees from and against any claims, damage or liabilities (whether bodily injury, including death, and/or property damage), including attorney fees, loss, cost or expense to the extent arising or alleged to arise out of or resulting from performance of this Agreement or the operation of the baseball fields, or the exercise of the rights created by the Agreement.

MNLL shall also defend, indemnify and hold harmless, the City, its officers, employees, agents and representatives from and against any claims, damages, liability, loss, cost or expense, including actual attorney fees, which arise out of the construction work performed by MNLL, or from any acts or omissions, negligent or intentional, of MNLL.

12. Indemnification by City. The City shall defend, indemnify and hold MNLL, its officers, agents, employees, and independent contractors free and harmless from any claim or liability based or asserted upon any act or omission of City, its officers, agents, employees, subcontractors, and independent contractors for property damage, bodily injury or death, or any other element of damage of any kind or nature, occurring in the performance of this Agreement or arising out of the utilization by the City of the Site pursuant to Section 9 of this Agreement.

13. Miscellaneous Conditions.

i. Name of Facility. That portion of the Site located at 41810 Juniper Street, Murrieta, California and utilized by MNLL is named Hunt Field.

ii. It is understood that a County of Riverside Health Department Permit is required should hot or cooked food be sold on the Site. A copy of said Permit shall be submitted to the Murrieta Community Services Department.

iii. MNLL players utilizing these fields are four (4) to fourteen (14) years old.

14. Severability. In the event that any one or more of the phases, sentences, clauses, paragraphs or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of court of competent jurisdiction, such invalidity or unenforceability shall not effect any of the remaining phrases, sentences, clauses, paragraphs or sections of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder, unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

15. Notices. Any notice, demand, request, document, consent, approval or communication any Party desires, or is required to give to any other Party or any person, shall be in writing and either served personally or sent by prepaid, first class mail, unless provided otherwise as follows:

**CITY OF MURRIETA:**

City Manager  
City of Murrieta  
26442 Beckman Court  
Murrieta, California 92562

**MURRIETA NATIONAL LITTLE LEAGUE:**

Murrieta National Little League, President  
Post Office Box 1166  
Murrieta, California 92564


Each Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing as provided in this Section.

16. Integration and Amendment. No oral Agreements between the parties hereto affecting this Agreement are in existence, and this Agreement supercedes and cancels any and all previous negotiations, arrangements, Agreements, and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

17. Execution of Authority. The persons executing this Agreement on behalf of each Party hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party (iii) by so this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound.

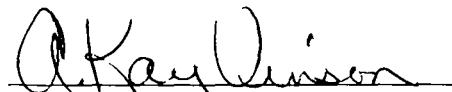
IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date stated below for execution.

**CITY OF MURRIETA**


By:   
Mayor - OR - CITY MANAGER

Date: 2/7/06

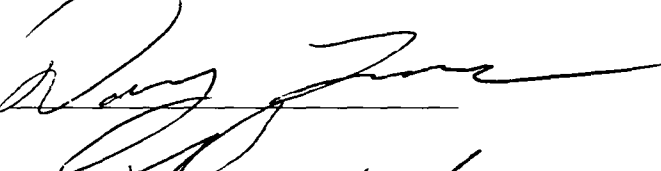
**ATTEST:**

  
City Clerk

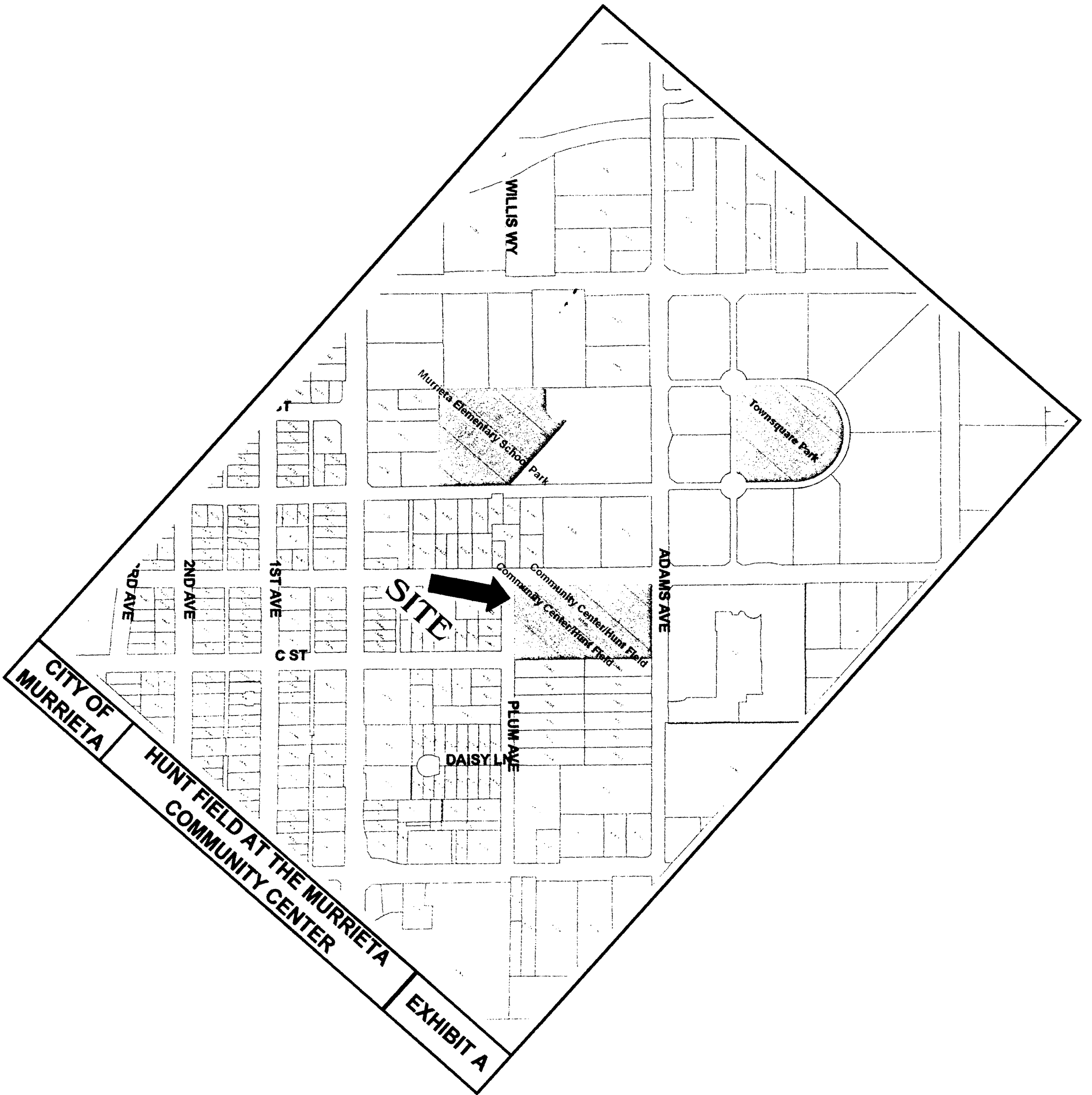
**APPROVED AS TO FORM:**

  
City Attorney

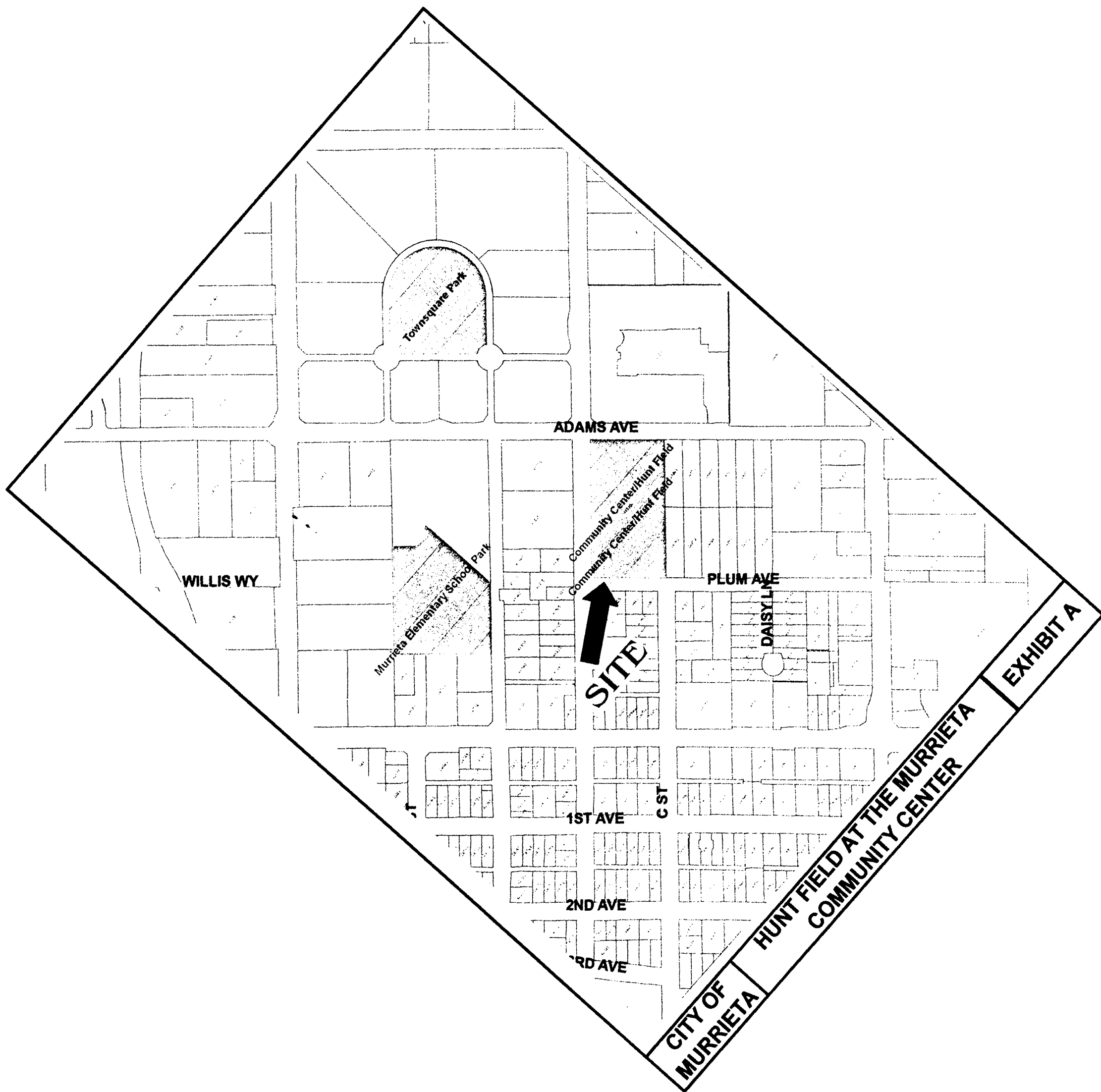
**MURRIETA NATIONAL LITTLE LEAGUE**  
Post Office Box 1166  
Murrieta, California 92564

By:   
Title: President

Date: 11/22/05







CITY OF  
MURRIETA

HUNT FIELD AT THE MURRIETA  
COMMUNITY CENTER

EXHIBIT A



## CITY OF MURRIETA

February 28, 2006

Mr. Doug Lowe, President  
Murrieta National Little League  
Post Office Box 1166  
Murrieta, CA 92564

Dear Mr. Lowe:

Enclosed please find your executed Lease Agreement Pertaining to the Use of Hunt Field.

If you have any questions, please feel free to contact Kay Vinson, City Clerk, on 461-6030.

Sincerely,

Kathy Savala  
Minutes Clerk

/kms  
Enclosure