

AMENDMENT NO. 1

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

THIS AMENDMENT NO. 1 TO THE LEASE AGREEMENT (“Amendment No. 1”) by and between the CITY OF MURRIETA, a California municipal corporation (“City”) and MURRIETA NATIONAL LITTLE LEAGUE, a California nonprofit corporation (“MNLL”) is effective as of the 1st day of July, 2025. City and MNLL are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties.”

RECITALS

A. City and MNLL entered into that certain Lease Agreement Pertaining to the Use of Hunt Field Located at 41810 Juniper Street, Murrieta, California for Baseball Purposes dated November 22, 2005 (“Agreement”), whereby City agreed to lease approximately one (1) acre of property located at 41810 Juniper Street, Murrieta, CA (“Hunt Field”) to MNLL upon which MNLL will maintain and utilize Hunt Field related to its operations as a little league. The Agreement was for a ten (10) year term commencing on November 22, 2005 and ending November 22, 2015, with the option to extend in five (5) year increments thereafter.

B. City and MNLL now desire to amend the Agreement to extend the term by fifteen (15) additional years, from November 22, 2015 until November 22, 2030, effective retroactive to November 22, 2015.

TERMS

As of the effective date of Amendment No. 1, the Agreement is amended as provided herein.

1. Section 7, Term, is hereby amended to read as follows (~~striketrough~~ represents deleted language while ***bold italics*** represents added language):

“The term of this Agreement shall commence upon execution and remain in effect for ***twenty-five (25)*** ~~ten (10)~~ years, concluding with the ***2030*** ~~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.”

2. Section 11, Insurance, is hereby replaced to read as follows(~~striketrough~~ represents deleted language while ***bold italics*** represents added language):

“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. ***If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.*** Secondary accidental injury insurance shall be secured by MNLL and provided for every baseball participant, coach and all other individuals utilizing the baseball fields”

3. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

4. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and MNLL each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement as though the Term was not expired as of the dates the Parties executed this Amendment No. 1, and the Parties agree to treat the Agreement as though there are no gaps in the Term commencing the effective date of the Agreement through November 22, 2030. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each Party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

MNLL represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, MNLL is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

5. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

6. **Authority.** The persons executing this Amendment No. 1 on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said Party, (iii) by so executing this

Amendment No. 1, such Party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said Party is bound.

7. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

8. **Electronic Execution.** This Agreement may be electronically executed by the Parties in accordance with UETA and ESIGN using qualified third-party service providers such as Adobe Sign and DocuSign.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY: CITY OF MURRIETA, a California
municipal corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Cristal McDonald, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Tiffany J. Israel, City Attorney

**MNLL: MURRIETA NATIONAL LITTLE
LEAGUE**, a California nonprofit corporation

By: _____
Name: John Ritter
Title: MNLL President

By: _____
Name: Jen Tahl
Title: MNLL Treasurer
Address: P.O. Box 1166
Murrieta, CA 92564