

AGREEMENT
BY AND BETWEEN
CITY OF SALINAS AND
FUTURE CITIZENS FOUNDATION,
A CALIFORNIA NON-PROFIT CORPORATION
RELATED TO TWIN CREEKS MUNICIPAL GOLF COURSE SUBLEASE (2015)
(2025 SUBLEASE EXTENSION)

This Agreement ("Agreement") is made by and between the City of Salinas, a California charter city and municipal corporation ("City") and the Future Citizens Foundation, a California non-profit corporation and licensee of the First Tee division of the World Golf Foundation, dba The First Tee of Monterey County ("TFTMC").

RECITALS

- A. Pursuant to a Sublease Agreement for operation of a Youth Golf Learning Center executed by TFTMC on November 5, 2004 ("Sublease Agreement") TFTMC subleases and operates the City's Twin Creeks Municipal Golf Course ("Twin Creeks") for a youth character development program through the operation of a youth golf facility and learning center and fee based public golf course.
- B. Pursuant to the Sublease Agreement, TFTMC agrees to provide a youth golf facility and learning center operation which compares favorably to the services, standards, and practices of similar youth character development programs as set forth in the Sublease Agreement.
- C. Pursuant to a Services Agreement entered into in 2015 ("the 2015 Services Agreement"), the parties hereto agreed to an extension of the term of the Sublease to June 30, 2025 (inclusive of extensions at the option of TFTMC) and to a reduction of the payments under the Sublease to \$60,000 per year for the period set forth in Section 1 of the 2015 Services Agreement. TFTMC did not exercise its option to extend the Sublease pursuant to Section 1 of the 2015 Services Agreement, consequently, the Sublease Agreement is set to expire on June 30, 2025. The parties, however, desire to extend the term of the Sublease for one (1) year (the "Extended Term") with such Extended Term commencing on July 1, 2025, and ending on June 30, 2026.

NOW, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, City and TFTMC agree as follows:

1. **EXTENSION OF TERM; OPTION TO EXTEND.** The term of the Sublease is hereby extended to June 30, 2026. During the Extended Term, TFTMC agrees that it shall not exercise its right to terminate the Sublease Agreement pursuant to Section 15.03 of the Sublease Agreement for any period prior to July 1, 2026. Rent shall continue to be payable in semi-annual installments at the rate of \$30,000 twice annually. TFTMC is hereby granted the option to extend the Sublease Agreement beyond the Extended Term for a five (5) year term (i.e., July 1, 2026 through June 30, 2031), such option to be exercised by TFTMC through written notice delivered to the City at least six months prior to the end of the Extended Term (i.e., December 30, 2025) in the form and in the manner as set forth in the Sublease Agreement.
2. **IMPACT ON SUBLEASE AGREEMENT.** This Agreement is in addition to and modifies the Sublease Agreement and except as expressly modified herein no other terms or conditions of the Sublease shall be affected hereby. Except as modified hereby, the parties hereunder shall remain bound by the terms of the Sublease Agreement to the full extent thereof. The terms of the Sublease Agreement are hereby incorporated by reference as if fully set forth herein and shall be fully applicable to the activity of TFTMC hereunder.

IN WITNESS WHEREOF, City and TFTMC have executed this Agreement as follows:

CITY OF SALINAS

Dennis Donohue, Mayor

Date

ATTEST:

Patricia M. Barajas, City Clerk

Date

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

Date

Signature Block for TFTMC on next page.

TFTMC

By: _____

Its: _____

Date