

SUBLEASE AGREEMENT

BY AND BETWEEN

CITY OF SALINAS

AND

FUTURE CITIZENS FOUNDATION,

A CALIFORNIA NON-PROFIT CORPORATION

DBA THE FIRST TEE OF MONTEREY COUNTY

TWIN CREEKS MUNICIPAL GOLF COURSE

This SUBLEASE AGREEMENT ("Agreement") is made and entered into as of [_____], 2026, 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, doing business as THE FIRST TEE OF MONTEREY COUNTY ("TFTMC"). City and TFTMC are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the County of Monterey ("County") is the owner of certain real property located on the south side of Constitution Boulevard in the City of Salinas, California, commonly known as the Twin Creeks Municipal Golf Course site, APN 003-851-023, consisting of approximately 70 acres ("Property"); and

WHEREAS, pursuant to a Lease of County Property dated June 1, 1997 ("Ground Lease"), the County leased the Property to the City for a term of ninety-nine (99) years commencing June 1, 1997 and ending May 31, 2096, for public recreational uses including a golf course, at an annual rent of One Dollar (\$1.00); and

WHEREAS, the City holds a leasehold interest in the Property subject to the terms and conditions of the Ground Lease, and owns the golf course facility and associated buildings and improvements located on the Property (collectively, "Facility"); and

WHEREAS, pursuant to a Sublease Agreement for Operation of a Youth Golf Learning Center executed by TFTMC on November 5, 2004, as amended by a Services Agreement dated 2012, a Services Agreement dated 2015, and a Sublease Extension Agreement dated June 17, 2025 (collectively, "Prior Sublease"), TFTMC has subleased and operated the Facility as a youth character development program through the operation of a youth golf learning center and fee-based public golf course; and

WHEREAS, the Parties desire to enter into this Agreement to continue and formalize the terms and conditions governing TFTMC's long-term use and operation of the Facility for youth character development programming and public recreational golf; and

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

1. PREMISES

City hereby subleases to TFTMC, and TFTMC hereby accepts and subleases from City, the Facility located at Twin Creeks Municipal Golf Course, Salinas, California, including all buildings, improvements, and appurtenances thereon as more particularly described in Exhibit A attached hereto and incorporated herein by this reference ("Premises"). TFTMC acknowledges that this Agreement is subject and subordinate to the terms and conditions of the Ground Lease and any other superior interest held by the City in the Property, and that TFTMC's rights hereunder shall not exceed the rights held by the City with respect to the Property.

1.1 Warranty of Title. City warrants that: (a) the Ground Lease with the County of Monterey, which holds fee title to the Property, is in full force and effect; (b) all rent due under the Ground Lease has been prepaid in full or is current as of the Commencement Date; and (c) City has full authority to enter into this Sublease. City makes no other warranties as to title to the Premises beyond those stated in this Section.

2. TERM

2.1 Initial Term. The initial term of this Agreement shall commence on July 1, 2026 ("Commencement Date") and shall expire on June 30, 2046, unless sooner terminated in accordance with the provisions hereof ("Initial Term").

2.2 Option to Extend. Provided that TFTMC is not in default under this Agreement at the time of exercise, has satisfied its reporting obligations pursuant to Section 8 hereof in all material respects for all preceding years of the Initial Term, and has met the performance benchmarks set forth in Section 8.5 hereof for no fewer than fifteen (15) of the twenty (20) years of the Initial Term, TFTMC shall have one (1) option to extend the term of this Agreement for one (1) additional period of ten (10) years, commencing July 1, 2046, and expiring June 30, 2056 ("Extended Term"), on the same terms and conditions as set forth herein. Said option shall be exercised, if at all, by written notice delivered to City no later than December 31, 2045, in the manner set forth in Section 10.4 hereof. Failure to timely exercise the option shall render it null and void. The maximum total term of this Agreement, inclusive of the Initial Term and the option to extend, shall not exceed thirty (30) years.

2.3 Holdover. In the event TFTMC remains in possession of the Premises after the expiration of the term of this Agreement, or any extension thereof, without the execution of a new sublease agreement, and with the City's written consent, such holdover shall be deemed a tenancy from month to month only, subject to all of the terms and conditions of this Agreement, at a monthly rent equal to one-twelfth (1/12) of the annual rent then in effect. Either party may terminate such month-to-month tenancy upon not less than thirty (30) days prior written notice to the other party. Nothing in this section shall be construed as consent by City to any holdover, and City reserves all rights and remedies available at law or in equity with respect to any holdover occurring without City's written consent.

3. RENT

3.1 Rent -- Phase 1. From the Commencement Date (July 1, 2026) through October 31, 2026, TFTMC shall pay to City rent at the annualized rate of Sixty Thousand Dollars (\$60,000) per year, prorated on a daily basis for said partial-year period. The prorated amount for this period shall be calculated as of the Commencement Date and shall be due and payable in full on July 1, 2026.

3.2 Rent -- Phase 2. Commencing November 1, 2026, and continuing through the remainder of the Initial Term and any Extended Term, TFTMC shall pay to City an annual rent of One Dollar (\$1.00) per year, due and payable on July 1 of each year. The Parties acknowledge that said nominal rent reflects the significant community benefit provided by TFTMC's youth programming and TFTMC's assumption of all operational and maintenance obligations for the Premises as set forth herein.

3.3 Periodic Rent Review. City reserves the right to review the rent structure no more than once every three (3) years during the term. In the event that TFTMC's annual net revenues exceed a threshold to be mutually agreed upon in writing by the Parties, the Parties agree to negotiate in good faith regarding a rent adjustment. Any such adjustment shall require mutual written agreement of both Parties and City Council approval, and shall be memorialized by written amendment to this Agreement. Absent such written amendment, the rent set forth in Section 3.2 shall remain in full force and effect.

3.4 Late Charges. Any installment of rent not received by City within ten (10) days of its due date shall accrue a late charge equal to five percent (5%) of the overdue amount, which shall be payable by TFTMC as additional rent.

4. USE OF PREMISES

4.1 Permitted Use. TFTMC shall use and occupy the Premises solely for: (a) the operation of a youth golf learning center and youth character development program consistent with First Tee national program standards; (b) the operation of a fee-based public golf course open to the general public; and (c) ancillary uses directly related to the foregoing. No other use shall be permitted without the prior written consent of City.

4.2 First Tee Program Standards. TFTMC shall maintain its status as an authorized First Tee licensee throughout the term and shall operate its youth programming in conformance with applicable First Tee national program standards. Any change in or loss of licensee status shall be reported to City in writing within thirty (30) days.

4.3 Public Access. TFTMC shall maintain the golf course open to the general public on a fee basis throughout the term, except as reasonably necessary for scheduled youth programming, course maintenance, and public safety purposes.

4.4 Salinas Resident Priority. In furtherance of the public benefit purpose of this Agreement, TFTMC shall ensure that no less than eighty percent (80%) of annual youth program participants receiving programming at the Salinas site are residents of the City of Salinas. TFTMC shall track and report residency data specific to the Salinas site as part of its annual report pursuant to Section 8.1 hereof.

4.5 Reduced-Fee Programming. TFTMC shall offer free or reduced-cost youth programming to income-qualifying participants. TFTMC shall describe its current fee structure, scholarship practices, and income-qualifying access policies as part of its

annual report pursuant to Section 8.1 hereof. Nothing in this section shall require City approval of TFTMC's fee structure as a condition of this Agreement.

5. MAINTENANCE AND OPERATIONS

5.1 **TFTMC Obligations.** TFTMC shall, throughout the term and at its sole cost and expense, maintain the Premises and all improvements thereon in good order, condition, and repair consistent with the Maintenance Standards set forth in Exhibit B attached hereto and incorporated herein by this reference, and in a manner comparable to other well-maintained public golf facilities in the Monterey Bay region, including without limitation:

- (a) All routine and preventive maintenance of the golf course, grounds, turf, and landscaping;
- (b) Maintenance and repair of all building systems, including HVAC, plumbing, electrical, and roofing;
- (c) Interior and exterior maintenance and repair of all buildings and structures;
- (d) Pest control, janitorial services, and solid waste disposal;
- (e) Maintenance and repair of all irrigation systems; and
- (f) Compliance with all applicable federal, state, and local laws, codes, and regulations governing the Premises and TFTMC's operations thereon.

5.2 **Hazardous Materials.** TFTMC shall comply with all applicable federal, state, and local laws and regulations governing the use, storage, handling, and disposal of pesticides, fertilizers, herbicides, and any other hazardous or toxic materials used in connection with TFTMC's operations at the Premises. TFTMC shall indemnify, defend, and hold harmless City from and against any and all claims, costs, and liabilities arising from any release or threatened release of hazardous materials caused by or resulting from TFTMC's operations.

5.3 **Capital Improvements.** TFTMC shall provide City with not less than thirty (30) days prior written notice before undertaking any capital improvement, alteration, or addition to the Premises with an estimated cost exceeding Ten Thousand Dollars (\$10,000). City approval shall be required prior to the commencement of any structural modification. Unless otherwise agreed in writing, all improvements made by TFTMC shall become the property of City upon expiration or termination of this Agreement.

5.4 **City Inspection Rights.** City shall have the right, upon not less than forty-eight (48) hours prior written notice, to enter and inspect the Premises at any reasonable time to verify TFTMC's compliance with its obligations hereunder. In the event of an emergency, City may enter without prior notice.

5.5 **City Reserved Rights.** City shall have no obligation to maintain or repair the Premises during the term. In the event TFTMC fails to perform any required maintenance within thirty (30) days after written notice from City, City reserves the right to perform such maintenance and charge the reasonable cost thereof to TFTMC as additional rent.

5.6 **Joint Facility Inspections.** City and TFTMC shall conduct a joint inspection of the Premises no less than once per year, at a mutually agreed time, to assess facility condition and TFTMC's compliance with the Maintenance Standards set forth in Exhibit B. A written condition report shall be prepared by City following each inspection and provided

to TFTMC within thirty (30) days. Any deficiencies identified in the condition report shall be addressed by TFTMC within sixty (60) days of receipt, or such longer period as may be reasonably necessary provided TFTMC has commenced cure within said sixty (60) days and is diligently prosecuting the same to completion. In addition, City and TFTMC shall conduct a joint baseline inspection of the Premises within thirty (30) days of the Commencement Date to document the condition of all improvements as of the start of the term, which written report shall be signed by both Parties and retained as a reference for the duration of this Agreement.

6. UTILITIES AND OPERATING COSTS

TFTMC shall be solely responsible for all costs of utilities and services at the Premises throughout the term, including electricity, gas, water, sewer, trash collection, telecommunications, and security. TFTMC shall establish utility accounts in its own name where practicable and shall be responsible for all other ordinary and extraordinary costs of operating the Premises.

7. INSURANCE AND INDEMNIFICATION

7.1 Insurance Requirements. Throughout the term, TFTMC shall procure and maintain, at its sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with TFTMC's operations at the Premises, with insurers authorized to conduct business in California with a current A.M. Best rating of no less than A:VII. Coverage shall be at least as broad as:

- (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal and advertising injury, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit;
- (b) Property Insurance: Against all risks of loss to any improvements, betterments, and personal property at the Premises at full replacement cost, including all-risk insurance, fire and extended coverage, vandalism and malicious mischief insurance, with no coinsurance penalty provision;
- (c) Automobile Liability: ISO Form CA 00 01 covering any auto (Code 1), or if TFTMC has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage;
- (d) Workers' Compensation: As required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease, covering all persons providing services by or on behalf of TFTMC;
- (e) Sexual Abuse and Molestation (SAM): Insurance coverage in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, placed on an occurrence-based policy form. This coverage is required given that TFTMC's operations involve services to minors; and

(f) Such additional insurance as City may reasonably require upon not less than sixty (60) days written notice.

If TFTMC maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to the broader coverage and/or higher limits maintained by TFTMC. All liability policies shall name the City of Salinas, its officers, officials, employees, and volunteers as additional insureds on the CGL policy. TFTMC's insurance coverage shall be primary as respects the City, its officers, officials, employees, and volunteers, and any insurance maintained by the City shall be excess of TFTMC's insurance and shall not contribute with it. TFTMC shall provide City with certificates of insurance and endorsements evidencing the required coverage prior to the Commencement Date and upon each renewal thereafter, with not less than thirty (30) days prior written notice of cancellation or material modification. TFTMC hereby waives any right of subrogation which any insurer of TFTMC may acquire against the City by virtue of the payment of any loss.

7.2 Indemnification. To the fullest extent permitted by law, TFTMC shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and its elected officials, officers, employees, agents, and volunteers from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to TFTMC's use and operation of the Premises or any breach of this Agreement by TFTMC, except to the extent caused by the active negligence or willful misconduct of City.

8. PROGRAM REPORTING AND ACCOUNTABILITY

8.1 Annual Report. No later than September 30 of each year during the term, TFTMC shall submit to the City Manager or designee a written annual program report covering the prior fiscal year, which shall include:

- (a) Total unduplicated youth participants served, including Salinas residency data specific to the Salinas site;
- (b) Total impact hours delivered, calculated as the number of individual youth participants multiplied by the total hours of programming received, with a minimum threshold of 24.5 hours per participant as the recognized standard for measurable life impact;
- (c) Description of all programs offered, including after-school, mentorship, and life skills components;
- (d) Total program hours delivered by site and by program type;
- (e) Summary of golf course operations and public access statistics;
- (f) Financial summary including revenues, expenses, and fund balance, including an operating cash flow analysis;
- (g) Status of capital improvements completed or planned; and
- (h) Status of fee waiver program and income-qualifying participants served.

8.2 Annual Council Presentation. TFTMC shall have the opportunity to present its annual program report to the City Council at a mutually agreed time. Such presentation is encouraged but not a mandatory obligation under this Agreement.

8.3 City Review Rights. City may, upon reasonable notice, request a meeting with TFTMC's executive leadership to discuss program performance, financial condition, and facility matters.

8.4 Performance Benchmarks. As a material condition of this Agreement, TFTMC shall maintain minimum annual youth program participation of not less than six thousand (6,000) unduplicated youth participants per fiscal year, measured on a Monterey County-wide basis across all TFTMC programming sites. Failure to meet said benchmark for two (2) consecutive fiscal years, absent extraordinary circumstances beyond TFTMC's reasonable control, including but not limited to public health emergencies, natural disasters, or government-ordered facility closures, shall constitute a material default under Section 9 hereof. TFTMC's compliance with this benchmark during the Initial Term shall also be a condition of eligibility to exercise the option to extend pursuant to Section 2.2.

9. DEFAULT AND TERMINATION

9.1 Events of Default. Each of the following shall constitute a default by TFTMC under this Agreement:

- (a) Failure to pay any rent or monetary obligation within ten (10) days following written notice from City;
- (b) Failure to procure or maintain required insurance coverages;
- (c) Cessation of active First Tee youth programming for a continuous period exceeding ninety (90) days, except as excused by force majeure or governmental order;
- (d) Loss or revocation of TFTMC's First Tee licensee status;
- (e) TFTMC's insolvency, general assignment for the benefit of creditors, or filing of bankruptcy proceedings; or
- (f) Failure to perform any other material obligation within thirty (30) days after written notice from City, or, if not curable within thirty (30) days, failure to commence cure within said period and diligently prosecute to completion within ninety (90) days.

9.2 City Remedies. Upon an uncured Event of Default, City may: (a) terminate this Agreement by written notice; (b) re-enter and take possession of the Premises; and/or (c) pursue any other remedy available at law or in equity. City's remedies are cumulative and not exclusive.

9.3 Reversion of Premises. Upon expiration or termination of this Agreement, TFTMC shall vacate and surrender the Premises to City within sixty (60) days in the condition required under Section 5, reasonable wear and tear excepted. All improvements shall remain and become City property. In the event TFTMC permanently ceases First Tee youth programming operations and fails to resume within ninety (90) days following written notice from City, City may terminate this Agreement upon sixty (60) days written notice.

10. GENERAL PROVISIONS

10.1 Governing Law and Venue. This Agreement shall be governed by the laws of the State of California. Any legal action arising hereunder shall be brought in the Superior Court of the County of Monterey, State of California.

10.2 Attorneys' Fees. The prevailing Party in any litigation arising from this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party.

10.3 Assignment and Subletting. TFTMC shall not assign this Agreement or sublet the Premises or any portion thereof without the prior written consent of City, which shall not be unreasonably withheld. Any assignment or subletting in violation hereof shall be void and constitute an Event of Default.

10.4 Notices. All notices shall be in writing and delivered by personal delivery, certified mail (return receipt requested), or overnight courier to:

To City: City Manager, City of Salinas, 200 Lincoln Avenue, Salinas, CA 93901

To TFTMC: Future Citizens Foundation dba The First Tee of Monterey County,
[Address]

10.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the Parties, including the Prior Sublease. This Agreement may not be modified except by written amendment signed by authorized representatives of both Parties and, where required, approved by the City Council.

10.6 Severability. If any provision hereof is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

10.7 Waiver. No waiver of any breach shall constitute a waiver of any subsequent breach. Acceptance of rent by City shall not waive any preceding breach by TFTMC.

10.8 Time of Essence. Time is of the essence with respect to each obligation under this Agreement.

10.9 Successors and Assigns. Subject to the restrictions on assignment set forth in Section 10.3, all terms and conditions of this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of both Parties.

10.10 Further Assurances. Both Parties agree to take whatever action may be reasonably necessary to perform their respective obligations under this Agreement.

10.11 Authority. Each Party represents and warrants that the person executing this Agreement has full authority to bind such Party to the terms hereof.

10.12 Ground Lease Compliance. This Agreement is subject and subordinate to the Ground Lease between the City and the County of Monterey dated June 1, 1997. TFTMC acknowledges the terms of the Ground Lease, including without limitation the recreational use restriction and the public access requirements set forth therein, and agrees that its use of the Premises shall at all times comply with the Ground Lease. In the event of any conflict between the terms of this Agreement and the Ground Lease, the terms of the Ground Lease shall control.

10.13 Force Majeure. If either Party is unable to perform its duties under this Agreement due to acts of God, strikes, lockouts, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, pandemic, or any other cause beyond the reasonable control of the Party,

such non-performing Party shall be excused from performance and shall not be in breach of this Agreement for a period equal to any such prevention, delay, or stoppage. The Party claiming force majeure shall provide prompt written notice to the other Party and shall use commercially reasonable efforts to resume performance as soon as practicable.

10.14 Taxes and Assessments. This Agreement may create a taxable possessory interest in the Premises, the timely payment of which, together with any other taxes or assessments imposed against TFTMC or the activities of TFTMC, shall be paid by TFTMC before they become delinquent. City shall be responsible for the payment of all real property assessments imposed on the Premises by any improvement district or special taxing authority.

10.15 Accident Reports. TFTMC shall immediately report to City in writing any accident causing or reasonably estimated to have caused more than One Thousand Dollars (\$1,000) worth of property damage, or any serious injury to person or property, that occurs on or in connection with the Premises. Such written report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and any other pertinent information.

10.16 Signs and Advertising. TFTMC shall not place or erect any permanent signs or advertising upon the Premises that will cause damage or alter the physical structure of any building or structure located on the Premises without the prior written approval of City. The placement of any sign or advertising upon the Premises shall be in accordance with the requirements of the Salinas City Code in effect at the time such sign is proposed to be placed or erected.

10.17 Liens and Encumbrances. TFTMC shall keep the Premises free and clear of any liens or encumbrances of any kind whatsoever created by TFTMC or any of its acts or omissions. If any lien is filed against the Premises as a result of TFTMC's acts or omissions, TFTMC shall cause such lien to be released or bonded over within thirty (30) days of receiving notice thereof.

10.18 Survival. The indemnification and insurance obligations of TFTMC under this Agreement shall survive the expiration or earlier termination of this Agreement. All representations, warranties, and obligations that by their nature are intended to survive termination shall so survive.

10.19 Levine Act Disclosure Compliance (Cal. Government Code Section 84308). TFTMC hereby affirms and warrants that it has not contributed to the campaign of any elected or appointed City official an amount totaling more than Five Hundred Dollars (\$500) within twelve (12) months of the effective date of this Agreement, except as TFTMC has disclosed within its Levine Act Disclosure Form submitted to the City. TFTMC agrees that in the event it makes any contributions subject to the Levine Act's disclosure requirements within twelve (12) months of the effective date of this Agreement, it will file a Levine Act Disclosure Form. TFTMC acknowledges this duty of disclosure and that the City has made the Levine Act Disclosure Form(s) readily available on the City's public internet site under the Your Government/Transparency section.

10.20 Electronic Execution. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, including without limitation DocuSign and AdobeSign, each of which

shall be of the same legal effect, validity, enforceability, and admissibility as a handwritten signature.

SIGNATURES

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

CITY OF SALINAS, a California municipal corporation

By: _____
Dennis Donohue, Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

FUTURE CITIZENS FOUNDATION, a California non-profit corporation
dba The First Tee of Monterey County

By: _____
Name: _____
Its: _____
Date: _____

EXHIBIT A -- DESCRIPTION OF PREMISES

A portion of the property known as the County East Laurel Street Property, Assessor's Parcel Number 003-851-023-000 and shown on the survey map filed for record on March 13, 1998 in Volume 21 of Surveys, page 103.

For purposes of this Agreement, the Premises do not include any portion of said property outside the exterior fenced boundary of the Twin Creeks golf course and driving range and/or those portions of the property containing marshes, wetlands or riparian vegetation adjacent to the turf-developed portions of the golf course including, but not limited to, Gabilan Creek.

The Premises include the Twin Creeks Municipal Golf Course and all existing improvements thereon, including but not limited to the golf course, buildings, structures, parking areas, landscaping, irrigation systems, and related appurtenances.

EXHIBIT B -- MAINTENANCE STANDARDS

TWIN CREEKS MUNICIPAL GOLF COURSE

These Maintenance Standards ("Standards") establish the minimum conditions TFTMC shall maintain at the Premises throughout the term of the Sublease Agreement. All materials and products used shall be of reasonably equivalent quality to those used at comparable public golf facilities. Standards and frequencies may be modified by mutual written agreement of the Parties.

1. PLAYING SURFACES

Greens. TFTMC shall maintain all greens to accepted playability standards at all times. Minimum requirements include: mowing on a schedule that produces a consistent, quality putting surface; verticutting, topdressing, overseeding, and aerification on an appropriate seasonal schedule; soil analysis annually with fertilization per results; cup location changes and ball mark repair as needed to prevent turf wear; and treatment for insects, disease, weeds, and pests as necessary. TFTMC shall have the soil analyzed within thirty (30) days of the Commencement Date and once every year thereafter.

Tees and Fairways. TFTMC shall maintain all tees and fairways to a quality surface comparable to other local public golf facilities and First Tee facilities, including: regular mowing at appropriate heights; aerification and verticutting as needed for turf health; top-dressing or re-sodding worn or bare areas; and treatment for weeds, diseases, insects, and other pests. Tees shall be serviced daily during operating hours by moving markers, emptying trash, and servicing ball washers.

Aprons, Roughs, and Other Turf Areas. TFTMC shall maintain all aprons, fringes, roughs, and other turf areas at an acceptable level, including regular mowing (at minimum once per week May through October, and as growth requires November through April), aerification and verticutting as needed, re-sodding or re-seeding worn areas, and pest and weed control.

2. IRRIGATION SYSTEMS

TFTMC shall maintain the entire irrigation system, including pumps, pump house, backflow and gate valve assemblies, main lines, lateral lines, sprinkler heads, and controllers, in good repair and functioning condition at all times, reasonable wear and tear excepted. TFTMC shall: irrigate as required to maintain adequate soil moisture; repair all leaking or defective valves within forty-

eight (48) hours of discovery or written notification; submit quarterly written certification to City that all irrigation systems are fully operational; and monitor all systems for coverage, adjustments, clogging, and obstruction.

3. BUILDINGS AND STRUCTURES

TFTMC shall maintain all buildings and structures on the Premises, including the learning center and all accessory structures, in a clean, safe, and secure condition at all times. This includes: regular inspection and repair of roofing, exterior walls, doors, windows, and foundations; maintenance of all building systems including HVAC, plumbing, and electrical in safe and functional condition; interior maintenance including flooring, walls, ceilings, fixtures, and furnishings; and prompt repair of any condition presenting a safety hazard. TFTMC shall inspect all buildings and structures no less than annually and shall report to City in writing any condition requiring capital repair with an estimated cost exceeding Ten Thousand Dollars (\$10,000).

4. GROUNDS, HARDSCAPE, AND ACCESSORY AREAS

TFTMC shall maintain all grounds, hardscape, and accessory areas in a clean, safe, and well-maintained condition, including: daily removal of litter from all course areas, parking lots, cart paths, service roads, and perimeter fence lines; maintenance of parking lots, walkways, cart paths, and driveways in safe and clean condition free of significant cracking, ponding, or tripping hazards; maintenance and repair of all fencing and fence lines; maintenance of all sand traps in raked, edged, and weed-free condition; maintenance of all drainage swells, catch basins, and surface flow lines in clear and properly functioning condition; and maintenance of all park corridor areas and tree lines between the golf course fence lines and adjacent roadways.

5. TREES

TFTMC shall maintain all trees on the Premises in a safe, healthy, and structurally sound condition, including: regular pruning to remove dead, diseased, weak, or damaged limbs and to maintain clearance over pedestrian and vehicular areas; removal of downed trees with stumps ground below grade and holes backfilled; and maintenance of surrounding turf to the trunks of trees. TFTMC shall prepare and submit to City for approval, within sixty (60) days of the Commencement Date, a comprehensive tree maintenance program, and shall update such program annually.

6. ACCESSORY EQUIPMENT AND COURSE FURNITURE

TFTMC shall maintain all golf course accessory equipment and course furniture in clean, safe, and functioning condition at all times, including: all signs; outdoor benches; tee markers and mats; ball washers; out-of-bounds markers; directional flags and poles; greens flags, poles, and cups; practice green markers and cups; trash receptacles; and cup-cutting equipment. Items requiring replacement due to wear, damage, or obsolescence shall be replaced promptly with items of reasonably equivalent quality.

7. CHEMICALS AND HAZARDOUS MATERIALS

TFTMC shall use only chemicals and pesticides approved by the State of California and the City, and shall follow all applicable procedures for their use, storage, and disposal in accordance with National and State OSHA standards and local IRMA policies. A complete list and records of all chemicals used shall be maintained by TFTMC and made available to City upon request with reasonable notice. TFTMC shall observe all legal requirements and safety regulations governing hazardous materials at all times.