

**THIRD AMENDMENT TO GROUND LEASE AND DEVELOPMENT AGREEMENT**  
**Windsor Community Center**

This Third Amendment ("Third Amendment") to Ground Lease and Development Agreement ("Ground Lease") is made on \_\_\_\_\_, 2007, between the Town of Windsor, a municipal corporation, as assignee pursuant to Assignment of Lease dated September 29, 1992 (LANDLORD), and the WINDSOR LIONS CLUB, a private non-profit corporation (TENANT), for the purpose of making certain amendments to the Ground Lease.

Section 1

Paragraph 18 is deleted and a new paragraph 18 is added to read as follows:

"18. BEVERAGE CONCESSION.

LANDLORD agrees to authorize TENANT to maintain a beverage concession at the Windsor Community Center and the Windsor Town Green, subject to the terms and conditions of a separately executed "License Agreement for Beverage Concession" by and between LANDLORD and TENANT. The "License Agreement for Beverage Concession" shall not exceed the term of this lease established in Paragraph 3." The term of the "License Agreement for Beverage Concession" shall be for a three-year period, with the option to renew at the sole discretion of the LANDLORD."

Section 2

Exhibit C is repealed in its entirety and a new Exhibit C, in the form attached hereto, is added to the Ground Lease and Development Agreement.

Section 3

Exhibit F is repealed in its entirety and a new Exhibit F, in the form attached hereto, is added to the Ground Lease and Development Agreement.

Section 4

Except as set forth above, the "Ground Lease and Development Agreement," made on December 3, 1991, amended by the First Amendment on May 4, 1994, and amended by the Second Amendment on July 6, 1995, shall remain in full force and effect.

TOWN OF WINDSOR

Dated: \_\_\_\_\_

by \_\_\_\_\_  
J. Matthew Mullan, Town Manager

WINDSOR LIONS CLUB

Dated: 12-7-07

by Lucille Hyman, Treasurer  
for Jim Boyer, President

Attachments:

Exhibit C – Community Center Use

Exhibit F – Town Insurance Requirements

## EXHIBIT "C"

### COMMUNITY CENTER USE

Revised November 14, 2007

The Windsor Lions Club (Tenant) may use the identified areas of the Windsor Community Center ("Community Center") during the times stated herein and as established by the Town of Windsor ("Town"):

1. The Windsor Lions Club shall abide by all policies outlined in the Facility Use and Reservation Policy unless otherwise stated in this Exhibit.
2. The right to occupy and maintain one of the Windsor Community's Center's offices and closet on stage for the purpose of storage.
3. The right to display a four-by-six (4 x 6) foot Windsor Lions Club display cabinet in a prominent location of the Windsor Community Center.
4. The right to use a meeting room and kitchen in the Windsor Community Center for weekly meetings at no cost to the Tenant, for up to four hours per week scheduled in advance in January for the following year. The use of the kitchen includes a portion of the refrigerator and freezer as identified by the Town. Food must be stored in marked containers and be monitored by Tenant to meet Sonoma County, Health Services, Environmental Health Division standards regarding the storage and removal of expired food.
5. The right to schedule in advance and use the entire Community Center building for up to twelve (12) days per year for 50% of the established resident/non-profit rate charged by the Town for the rental of the Community Center including Elsbree Hall, Renee Room, South Room, kitchen and security/damage deposit. Tenant shall be charged the established resident/non-profit rate to use all other Town facilities, including parks, athletic fields, the Senior Center, and the Huerta Gym.
6. The right to install and use a telephone in the office, costs paid by Tenant.
7. The Town shall have access to office space for fire and safety inspections. The Town is not required to give advance notice for fire and safety inspections.
8. Tenant shall report any maintenance and/or repair issues, any unusual behavior observed at the Community Center, and any accidents and/or other incidents associated with the Community Center.

## EXHIBIT "F"

### TOWN INSURANCE REQUIREMENTS

Revised November 14, 2007

Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 12/90) covering Automobile Liability, code 1 (any auto), or code 8, 9 if no owned auto.
3. Workers' Compensation Insurance as required by the State of California and Employers' Liability Insurance. If no employees are utilized, the Licensee shall sign a declaration as described in California Health and Safety Code Section 19825.
4. Host Liquor Excess Liability as required by the State of California whenever alcohol is being served or sold.

Minimum Limits of Insurance. TENANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Worker's Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease, if applicable.
4. Host Liquor Liability: \$1,000,000 (occurrence form CG 0033).

Deductibles and Self-Insured Retention. Any deductibles or self-insured retentions must be declared to and approved by the LANDLORD. At the option of the LANDLORD, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LANDLORD, its officers, officials, employees and volunteers, or the TENANT shall provide a financial guarantee satisfactory to the LANDLORD guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions: The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LANDLORD, its officers, officials, employees and volunteers are to be covered as Insureds as respects: liability arising out of work or operations as performed by or on behalf of the TENANT; or automobiles owned, leased, hired or borrowed by the TENANT.
2. For any claims related to this agreement, the TENANT's insurance coverage shall be primary insurance as respects the LANDLORD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LANDLORD, its officers, officials, employees or volunteers shall be in excess of the TENANT's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, unless thirty (30) days prior written notice by certified mail, return receipt, requested, has been given to the LANDLORD.
4. The Worker's Compensation endorsement shall contain a Waiver of Subrogation against the LANDLORD. The TENANT shall provide to the LANDLORD an endorsement from the Worker's Compensation insurer, if any, agreeing to waive all rights of subrogation against the LANDLORD for injuries to employees for the Insured resulting from work for the LANDLORD or use of the LANDLORD's premises or facilities.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the LANDLORD.

Verification of Coverage. TENANT shall furnish the LANDLORD with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LANDLORD or on other than the LANDLORD's forms provided those endorsements conform to the LANDLORD's requirements. All certificates and endorsements are to be received and approved by the LANDLORD after Lease commences. The LANDLORD reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time."