

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this 7th day of April 2009 ("Effective Date") by and between the City of Redlands, a municipal corporation ("Licensor") and American Youth Soccer Organization, a non-profit organization ("Licensee"). Licensor and Licensee are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

RECITALS

A. Licensor is the owner of certain real property located in the City of Redlands commonly known as the Redlands Sports Park and which is more particularly described in Exhibit "A" attached hereto (the "Property").

B. Licensee desires to install and maintain certain commemorative bricks, which Licensee sold as a fund-raising project, on the Property (the "Brick Installation Project") in a location designated by Licensor's Quality of Life Director.

C. Licensor desires to grant Licensee a license to undertake the Brick Installation Project on the Property on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises contained herein,
the Parties agree as follows:

1. Grant of License. Licensors hereby grants to Licensee, and its employees and agents, a revocable license to occupy and use, as the case may be, subject to all of the terms and conditions hereof, a portion of the Property designated by Licensors's Quality of Life Director for the purpose of undertaking the Brick Installation Project. All activities of Licensee undertaken in connection with the brick installation project shall be performed in accordance with all applicable federal, state, regional and local laws.

2. Possession and Condition of Property Not Warranted.
Licensors does not warrant or represent that the Property is suitable for Licensee's Brick Installation Project or for any other purpose, and Licensee agrees to enter, occupy and use, as the case may be, the Property in its "as is" condition, and construct the Brick Installation Project thereon at its own risk, and Licensee may not look to Licensors for any claim of damages, restitution or other relief in connection with such entry, occupancy or use.

3. Maintenance of Bricks. Licensee shall be the owner of the commemorative bricks installed pursuant to Licensee's Brick Installation

Project and shall be solely responsible for the maintenance, repair and relocation of such bricks at Licensee's sole cost. If at any time Licensee fails to properly install, maintain or repair the Brick Installation Project (a "Default"), after sixty (60) days prior written notice by Licensors to Licensee of Licensee's Default, and Licensee's failure to cure such Default, Licensors shall have the right to take any reasonable actions, including removal of the commemorative bricks, to remedy Licensee's Default. Licensee shall be liable for, and shall reimburse Licensors for any costs incurred by Licensors in remedying a Default of Licensee.

4. Commencement; Termination. This Agreement shall commence upon its Effective Date and shall continue until terminated as provided for herein. Nothing in this Agreement shall preclude Licensors from terminating the license granted under this Agreement in the event Licensee is engaging in conduct that may subject Licensors to liability. Within thirty (30) days after the date of termination of this Agreement, Licensee shall remove the Brick Installation Project and restore the Property to its equivalent condition as of the Effective Date of this Agreement.

5. Insurance. Licensee shall maintain at all times during the term of this Agreement (i) adequate worker's compensation insurance to the full requirements of the State of California for employees of Licensee;

and (ii) public liability insurance for the benefit of and naming Licensor and Licensee as additional or co-insureds, as their interests may appear, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) aggregate. Licensee shall pay the premiums for such insurance and furnish Licensor, prior to use or occupancy of the Property, with certificates and endorsements from the insurance companies evidencing the above-specified policies.

6. Indemnification of Licensor. Licensee shall defend, indemnify and hold Licensor free and harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as the result of the death of any person or any personal injury, accident, claim, loss or damage whatsoever caused to any person or to the property of any person, or any responsibility or liability resulting from or in any way connected with Licensee's entry onto the Property and/or construction and maintenance of the Brick Installation Project.

7. Assignment; Sub-Licenses. The license granted by this Agreement is personal to Licensee. Licensee shall not have the right to assign its rights under this Agreement except upon the prior written consent of Licensor. Any attempt to assign the license granted by this

Agreement without the prior written consent of Licensor may, in the sole discretion of Licensor, result in the immediate termination of this Agreement.

8. Written Agreement as Entire Understanding of Parties.

The making, execution and delivery of this Agreement by Licensee has not been induced by any representations, statements, warranties or agreements other than those herein expressed. This Agreement embodies the entire understanding of the Parties, and there are no further or other agreements or understandings, written or oral, in effect between the Parties, relating to the grant of this revocable license. This Agreement may be amended or modified only by a written instrument signed by the Parties.

9. Attorneys' Fees and Costs. In the event legal action is brought to enforce or interpret this Agreement, the prevailing party in any such action shall be entitled to its costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

10. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

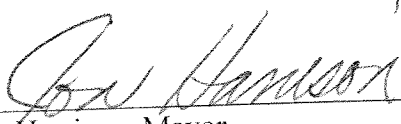
11. Survival of Provisions. Sections 4, 6 and 9 of this Agreement shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

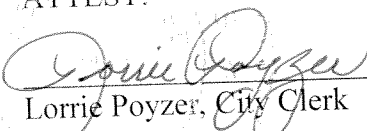
LICENSOR:

CITY OF REDLANDS

Dated: 4/7/09

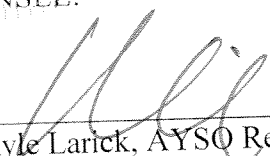

Jon Harrison, Mayor

ATTEST:

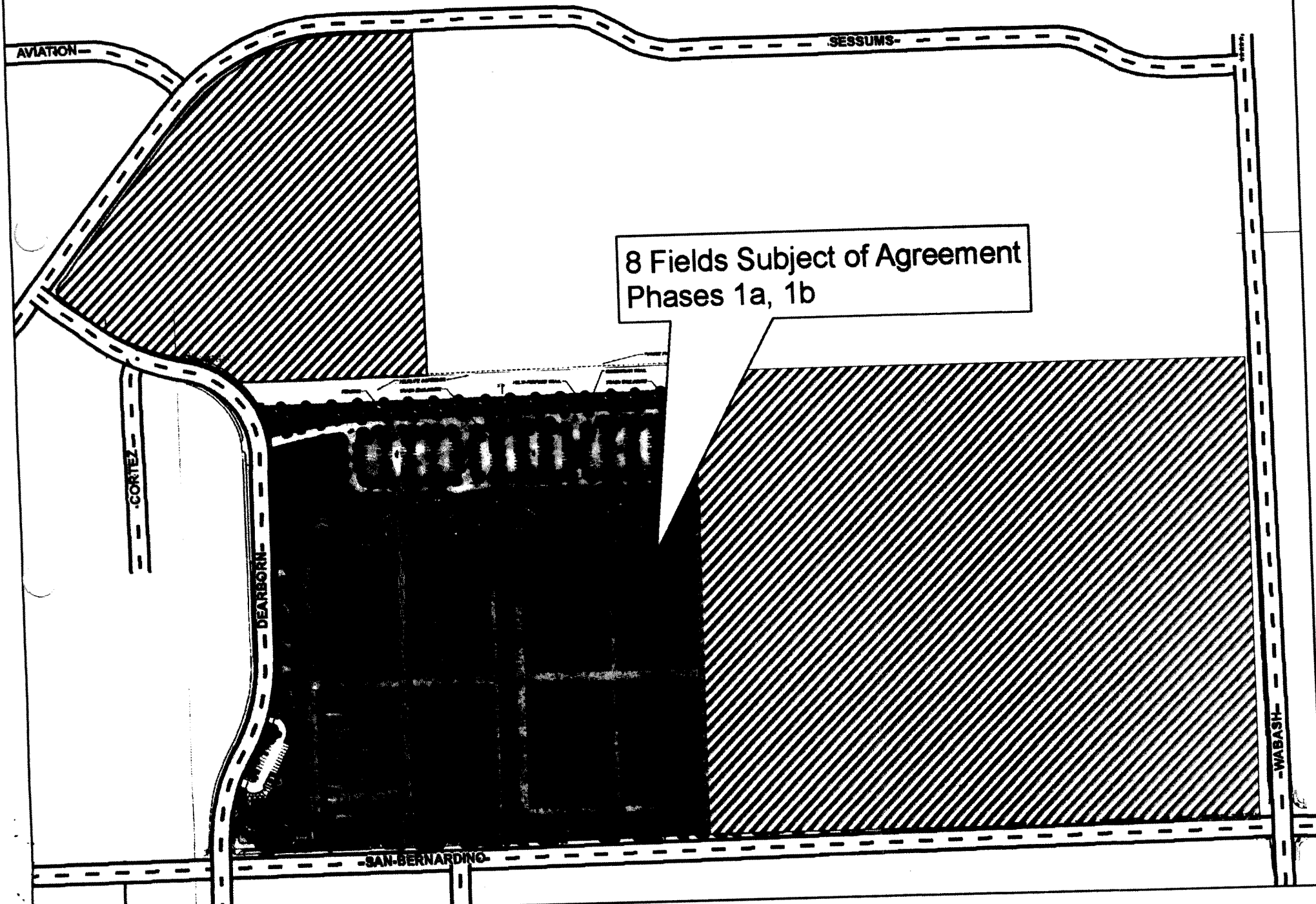

Lorrie Poyzer, City Clerk

Dated: 3-9-09

LICENSEE:


By: Kyle Larick, AYSO Regional Commissioner

AYSO Facility Use Agreement Exhibit A





California Infrastructure and Economic Development Bank

Arnold Schwarzenegger
Governor

Board Members:

Dale E. Bonner
Chair
Secretary, Business,
Transportation and Housing
Agency

Bill Lockyer
State Treasurer

Michael C. Genest
Director
Department of Finance

Fred Aguiar
Secretary, State and
Consumer Services Agency

D. Everett Rice
Governor's Appointee

Executive Director:

Stanton C. Hazelroth

Mailing Address:
P.O. Box 2830
Sacramento, CA 95812-
2830

Office Address:
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Sacramento, CA 95814

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July 15, 2009

Rosemary Hoerning
Director of Municipal Utilities and
Public Works Engineering
City of Redlands
P.O. Box 3005
Redlands, California, 92373

RE: Redlands Sports Park (CIEDB Agreement No. 05-071) - Request for Consent

Dear Ms. Hoerning,

As you know, the California Infrastructure and Economic Development Bank (I-Bank) and the City of Redlands (City) entered into a Facility Lease dated as of December 1, 2006 (Agreement) related to the City's construction of the Redlands Sports Park. Pursuant to Section 4.02 of the Agreement, the City is required to obtain consent from the I-Bank prior entering into any agreements or amendments related to the use or operation of the Redlands Sports Park.

Recently, this office received a request from the City for consent of the I-Bank to the City's proposed License Agreement with the American Youth Soccer Organization (AYSO). It has been determined that the proposed new agreement between the City and AYSO in the form considered at the City Council meeting dated April 7, 2009, will not adversely affect the tax-exempt status of the financing. As a result, the I-Bank hereby consents to the City entering into the proposed License Agreement with the AYSO.

Please do not hesitate to contact me or Diane Cummings, ISRF Program Manager, (916) 324-4805, if you have any questions.

Sincerely,

Stanton C. Hazelroth
Executive Director

Cc: Janice McConnell, City Manager's Office