

**AUBURN AREA RECREATION AND PARK DISTRICT
MEETING OF THE ACQUISITION AND DEVELOPMENT COMMITTEE AGENDA**

WEDNESDAY, MARCH 18, 2026, 9:30 AM

**CANYON VIEW COMMUNITY CENTER, BOARD ROOM
471 MAIDU DRIVE
AUBURN, CA**

Materials related to an item on this Agenda submitted to the District after distribution of the agenda packet are available for public inspection by contacting the District Administrator at kmuscott@auburnrec.com or by calling (530) 537-2186 (M-F).

The public may participate in the meeting in-person or through Zoom. The link for this meeting is <https://us06web.zoom.us/j/83931576940>. The public can use this link and/or call 1 669 900 6833 Webinar ID: 839 3157 6940 to participate.

People using the Zoom website will be able to see and hear the Committee, and the Committee will be able to hear the public. The Committee will not receive any visual/video from the public. This is done to avoid inappropriate visual content at the meeting.

Questions and comments can be sent via email to the District Administrator no later than one hour before the meeting. These emails will be read aloud at the meeting and responded to accordingly. Emails can be sent during the meeting, and staff will work to ensure that all are read, however the best way to have your comment heard is through the Zoom meeting or the associated phone number.

If you are a person with a disability and need an accommodation to participate in the District's programs, services, activities, and meetings, contact Kahl Muscott at (530) 537-2186 or kmuscott@auburnrec.com at least 48 hours in advance to request an auxiliary aid or accommodation.

1.0 CALL TO ORDER

Gray ____ Lynch ____

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

3.0 PUBLIC COMMENT – This is the time wherein any person may comment on any item not on the agenda within the subject matter jurisdiction of the Committee Chairperson, please state your name and address for the record (optional). There is a time limitation of three minutes.

4.0 BUSINESS

4.1 Approval of Minutes from the February 18, 2026, Acquisition & Development Meeting (Page 3-4)

Recommendation: Review and approve minutes.

4.2 FY 2026-2027 Project List and Future Plan Update (Page 5-17)

Shall the Auburn Area Recreation and Park District (ARD) direct staff to begin preliminary work and provide appropriate environmental analysis of the projects on the proposed FY 26/27 Project List, and approve the Future Plan Update?

4.3 Amendment to MVCC Ground Lease (Page 18-33)

Shall the Auburn Area Recreation and Park District (ARD) adopt an amendment to the Ground Lease with the Meadow Vista Community Center (MVCC) to address default language in the lease?

Discussion items:

1. Possible Places for New Pickleball Courts (Page 34-41)
2. 2024 - 2025 Project Activity Report (Page 42-46)

5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS

None.

6.0 BRIEF ANNOUNCEMENTS AND REPORTS FROM THE BOARD MEMBERS – PARK VISITS AND OBSERVATIONS

None.

AUBURN AREA RECREATION AND PARK DISTRICT
This agenda is hereby certified to have been posted as follows:

ADJOURNMENT

March 12, 2026
Date

12:30pm
Time

Casty Warkoul
Secretary to the Board

**Auburn Area Recreation and Park District
Minutes of the Acquisition & Development Committee Meeting
Wednesday, February 18, 2026 at 9:30 AM
Canyon View Community Center, Board Room
471 Maidu Drive, Auburn, CA 95603**

1.0 CALL TO ORDER

The meeting of the Acquisition & Development Committee was called to order at 9:30 AM.

ROLL CALL

Vice-Chairperson Gray and Chairperson Lynch were present.

2.0 ANNOUNCEMENTS, AGENDA REVIEW, CHANGES AND APPROVAL

The agenda was approved as written.

3.0 PUBLIC COMMENT

Vice-Chairperson Gray commented on the lighting at the Recreation Park gym, as he had heard from Pickleball players that the gym was really dark. Pickleball players were having a hard time seeing the ball. The Committee ask Michael Scheele, District Landscape Architect/Project Manager, to please look at the lighting at the Recreation Park gym.

Chairperson Lynch would like to ask the Board to consider increasing the contingency amount on projects. He wanted this item sent to the Board in February as a Discussion Item.

Barbara Fralick and David Harrison, both Auburn residents, said Auburn needed more Pickleball courts. Pickleball is exploding, and there are not enough courts. The Committee requested that an item be placed on an upcoming A&D meeting to look at possible places for new pickleball courts.

4.0 BUSINESS

4.1 Approval of Minutes from the January 2026 Acquisition & Development Meeting

The Committee reviewed and approved the minutes from the January 21, 2026, Acquisition & Development Committee Meeting.

4.2 Resolution #2026-02: Preparation of Atwood III Engineer's Report for FY 2026/2027

The Committee approved Resolution #2026-02: Preparation of Atwood III Engineer's Report for FY 2026/2027 and forwarded it to the Consent Items for review and approval by the Board of Directors.

4.3 Resolution #2026-04: ARD Recreation Park Beggs Field Staircase Replacement Project-Award of Contract

The Committee approved Resolution #2026-04: ARD Recreation Park Beggs Field Staircase Replacement Project-Award of Contract and forwarded this item with a positive recommendation for review and approval by the Board of Directors.

Discussion Items:

1. 26/27 Preliminary Project List and CIP – the Committee sent this item to the Board as a Discussion Item. Once the Board has reviewed this item, it should be sent back to the Acquisition & Development Committee in March.
2. 2024 - 2025 Project Activity Report - this item was discussed.
3. Lights at the Meadow Vista Pickleball Courts - this item was discussed.
4. ARD's Adopt-A-Park Programs - this item was discussed.
5. Rec Park Gazebo Update/Discussion - this item was discussed.

5.0 ITEMS TO BE CONSIDERED AT FUTURE ACQUISITION & DEVELOPMENT MEETINGS

Additional parking spaces at the Maidu office.

6.0 PENDING ITEMS REQUIRING MORE DETAILED RESEARCH

None.

7.0 BRIEF ANNOUNCEMENTS AND REPORTS FROM THE BOARD MEMBERS – PARK VISITS AND OBSERVATIONS

None.

ADJOURNED

As there was no further business, the meeting was adjourned at 10:54 AM.

Carly Wofford
Board Secretary

Feb. 23, 2026
Date

4.2 Cover sheet – FY 2026-2027 Project List and Future Plan Update

**Auburn Area Recreation and Park District Acquisition and Development Committee
February, 2026; Board of Directors meeting February, 2026; A&D Committee March,
2026**

The Issue

Shall the Auburn Area Recreation and Park District (ARD) direct staff to begin preliminary work and provide appropriate environmental analysis of the projects on the proposed FY 26/27 Project List, and approve the Future Plan Update?

Background

ARD staff provides a proposed Project List for each Fiscal Year. This Project List is based off of projects incorporated in the Five-Year Project List (Future Plan) as well as any new needs proposed by the community, staff and Board.

The Five-Year Project List (Future Plan) is comprised of those projects deemed to be of the highest priority and reflects the District's goal to address needed existing infrastructure upgrades, bring new features into the existing park system and complete potential land acquisition and new park development.

This Project List and Future Plan were reviewed at the February Board of Directors meeting. One suggestion was made to move the Regional Park pickleball court slip-sheet project back to FY 28/29. That suggestion has been adopted into the plan.

Recommendation for the A&D Committee

Review and send a positive recommendation to the Board to direct staff to begin preliminary work and provide appropriate environmental analysis of the projects on the proposed FY 26/27 Project List, and approve the Future Plan Update.

Fiscal Impact

The fiscal impact of the FY 26/27 Project List is indicated on that document.
The fiscal impact of the Five-Year Project List is indicated on those documents.

Attachments

Five Year Project List (Future Plan), including FY 26/27 Project List
Notes for the proposed FY 26/27 Project list and Future Plan

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list
Green = moved from a previous year

2026/2027

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	M.M. Savings	In Kind	Notes
<i>Recreation Park</i>											
North (Front) Playground	120,000						120,000				
North Playground, Path of Travel	30,000						30,000				
Sheds/chargers for utility carts	60,000				60,000						100,000 Equip. Reserve
New pump/filter	100,000										
Beggs scorebooth staircase replacement	50,000				50,000						7,500 Equip. Reserve
Beggs Scoreboard	25,000									17,500	
Beggs Field retaining wall railings	30,000				30,000						
<i>Regional Park</i>											
Marriott Meadows Development	3,137,246					695,000		2,142,246	300,000		
Electric repair at pond lights	50,000				50,000						
Gym/locker room roof (complete project)	8,000				8,000						
<i>Ashford Park</i>											
Levee & garage repairs; paving to garage	100,000				100,000						
Sink hole repair (deductible)	10,000				10,000						
TOTAL	3,720,246	0	0	8,009	738,393	695,000	150,000	2,142,246	300,000	17,500	107,500
Estimated Balance Remaining				8,009	738,393	200,000	254,097	0	0	0	3,720,246

Note: Assumes \$100,000/year in County Mitigation Fees
 Note: Assumes \$5000/year in ADA reserve funds
 Note: Assumes \$10,000/year in city mitigation
 Note: Assumes \$50,000 added to FCC per year
 Note: Assumes \$50,000/year in Equipment Reserve funds

Proposed

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list

Green = moved from a previous year

2027/2028

Estimated balance

13,009 788,393 300,000 264,097 0

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind	Notes
<i>Recreation Park</i>										
Painting/mural maintenance shop building	3,000		3,000							
Sierra Pool Resurfacing	300,000				300,000					
Emergency exit on to Auburn Folsom Rd.	80,000						80,000			
<i>Regional Park</i>										
Pond leak investigation	40,000				40,000					
Shade structures at south-end picnic tables	60,000				30,000	30,000				
Gym floor replacement	41,000									
Tennis Court Path of Travel	10,000			13,000		28,000				
Kiosks/signage	40,000				5,000	5,000				
Breezeway Painting	35,000				40,000					
French drain system at PB courts	50,000				35,000					
<i>Placer Hills Park</i>										
PH Pool locker room plumbing & Floor	50,000				50,000					
<i>Overlook Park</i>										
Interpretive Signage (2 x \$5K)	10,000						10,000			
Barriers to prevent access to back areas	10,000				10,000					
<i>Various Parks</i>										
Tree audit/survey	30,000				30,000					
TOTAL	709,000	0	3,000	13,000	540,000	63,000	90,000	0	0	709,000
Estimated Balance Remaining				9	248,393	237,000	174,097	0	0	0

Proposed

Note: Assumes \$100,000/year in County Mitigation Fees
 Note: Assumes \$5000/year in ADA reserve funds
 Note: Assumes \$10,000/year in city mitigation
 Note: Assumes \$50,000 added to FCC per year
 Note: Assumes \$50,000/year in Equipment Reserve funds

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list
 Green = moved from a previous year

2028/2029

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind	Notes
<i>Recreation Park</i>										
Resurface parking lot	0									
Charging station Infrastructure/Engineering	100,000				100,000					
<i>Regional Park</i>										
Pave the other 1/2 of Park Drive	0									
PB court slip sheet repairs	180,000				180,000					
	0									
	0									
	0									
<i>Tutor Totter</i>										
Resurface Parking Lot										
<i>Various Parks</i>										
TOTAL	280,000	0	0	0	280,000	0	0	0	0	280,000
Estimated Balance Remaining				9	18,393	337,000	184,097	0	0	0

- Note: Assumes \$100,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$50,000 added to FCC per year
- Note: Assumes \$50,000/year in Equipment Reserve funds

Proposed

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list

Green = moved from a previous year

2029/2030

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind	Notes
<i>Recreation Park</i>										
	0									
<i>Regional Park</i>										
Repave Parking lot	0									
	0									
	0									
	0									
	0									
<i>CVCC</i>										
Repave Parking lot										
<i>Various Parks</i>										
TOTAL	0	0	0	5,009	68,393	437,000	194,097	0	0	
Estimated Balance Remaining				5,009	68,393	437,000	194,097	0	0	

- Note: Assumes \$100,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$50,000 added to FCC per year
- Note: Assumes \$50,000/year in Equipment Reserve funds

Approved

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list

Green = moved from a previous year

2025/2026

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	M.M Savings	In Kind
Recreation Park										
Beggs scorebooth staircase replacement	40,000				40,000					
Beggs Scoreboard	25,000									17,500
Gazebo repair (deductible)	10,000				10,000					
Rec Shop fire improvements	8,300				8,300					
Gym Roof deductible + improvements	13,010				13,010					
Regional Park										
Dry Creek playground replace/ADA POT	115,000				30,000	85,000				
Marriott M. fencing/consulting/C/C/C/permit	163,000							163,000		
MV Park										
MV baseball field scoreboard/dugout	38,700					31,000				7,700
Ashford Park										
Levee Repairs and paving to gargage	100,000				100,000					
Overlook Park										
Modular roof and siding repair (deductible)	7,500				7,500					
Various Parks										
Parking bumpers at Solar Panels(Rec/Reg)	10,000				10,000					
Drinking fountain replacement (Install)	20,400				20,400					
Railhead Park										
Parking lot repair/reseal + curb repair	157,022				20,000					
New pump and filter	80,700		700							
TOTAL	788,632	0	700	3,009	376,232	116,000	0	163,000	0	25,200
Estimated Balance Remaining				3,009	520,698	794,000	387,233	2,142,246	300,000	0

7,500 Equip reserves

Marriot Meadows
22,383 Dudek
103962 Fencing
36,481 Clearing
162,826

80,000 Equip. reserve

701,132

- Note: Assumes \$100,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$50,000 added to FCC per year
- Note: Assumes \$50,000/year in Equipment Reserve funds

Existing

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list
Green = moved from a previous year

2026/2027

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	M.M Savings	In Kind	Notes
13,009 570,698 894,000 397,233 2,142,246 300,000											
<i>Recreation Park</i>											
North (Front) Playground	120,000						120,000				
North Playground, Path of Travel	30,000						30,000				
Charging station infrastructure/Engineering	100,000				100,000						
Emergency exit on to Auburn Folsom Rd.	80,000						80,000				
Sheds/chargers for utility carts	60,000				60,000						
New pump/filter	100,000										
<i>Placer Hills Park</i>											
PH Pool locker room plumbing & Floor	50,000				50,000						
<i>Regional Park</i>											
Marriott Meadows Development	3,137,246					695,000		2,142,246	300,000		
Electric repair at pond lights	50,000				50,000						
Tennis Court Path of Travel	41,000			13,000		28,000					
Kiosks/signage	10,000				5,000	5,000					
Breezeway Painting	40,000				40,000						
Gym/locker room roof (reval)	8,000				8,000						
French drain system at PB courts	35,000				35,000						
<i>Overlook Park</i>											
Interpretive Signage (2 x \$5K)	10,000						10,000				
Barriers to prevent access to back areas	10,000										
<i>Various Parks</i>											
Tree audit/survey	30,000										
TOTAL	3,911,246	0	0	13,000	388,000	728,000	240,000	2,142,246		0	0
Estimated Balance Remaining				9	182,698	166,000	157,233				0

Equip. Reserve

Note: Assumes \$100,000/year in County Mitigation Fees
 Note: Assumes \$5000/year in ADA reserve funds
 Note: Assumes \$10,000/year in city mitigation
 Note: Assumes \$50,000 added to FCC per year
 Note: Assumes \$50,000/year in Equipment Reserve funds

Existing

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list
 Green = moved from a previous year

2027/2028

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind	Notes
5,009 232,698 266,000 167,233 0										
<i>Recreation Park</i>										
Painting/mural maintenance shop building	3,000		3,000							
Sierra Pool Resurfacing										
<i>Regional Park</i>										
Pond leak investigation	40,000				40,000					
Shade structures at south-end picnic tables	60,000				30,000	30,000				
PB court slip sheet repairs	180,000				180,000					
Gym floor replacement										
<i>Overlook Park</i>										
<i>Various Parks</i>										
TOTAL	283,000	0	3,000	0	250,000	30,000	0	0	0	283,000
Estimated Balance Remaining				5,009	-17,302	236,000	167,233	0	0	0

- Note: Assumes \$100,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$50,000 added to FCC per year
- Note: Assumes \$50,000/year in Equipment Reserve funds

Existing

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list

Green = moved from a previous year

2028/2029

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind	Notes
5,009 32,698 336,000 177,233 0										
<i>Recreation Park</i>										
Resurface parking lot	0									
<i>Regional Park</i>										
Pave the other 1/2 of Park Drive	0									
	0									
	0									
	0									
<i>Tutor Totter</i>										
Resurface Parking Lot										
<i>Various Parks</i>										
TOTAL	0	0	0	0	0	0	0	0	0	0
5,009 32,698 336,000 177,233 0										
Estimated Balance Remaining										

- Note: Assumes \$100,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$50,000 added to FCC per year
- Note: Assumes \$50,000/year in Equipment Reserve funds

Expenditures

Auburn Recreation District Five Year Project List

Yellow = updated number or new project to list

Green = moved from a previous year

2029/2030

Estimated balance

PROJECT	Est. Cost	Spent from General Funds or Grants in Prior Year(s)	Gen. Fund	ADA	Reserve	Cnty. Mit.	City Mit.	Grants	In Kind	Notes
<i>Recreation Park</i>	0			10,009	82,698	436,000	187,233	0		
<i>Regional Park</i>										
Repave Parking lot	0									
	0									
	0									
	0									
<i>CVCC</i>										
Repave Parking lot										
<i>Various Parks</i>										
TOTAL	0	0	0	10,009	82,698	436,000	187,233	0	0	0
Estimated Balance Remaining				10,009	82,698	436,000	187,233	0	0	0

- Note: Assumes \$100,000/year in County Mitigation Fees
- Note: Assumes \$5000/year in ADA reserve funds
- Note: Assumes \$10,000/year in city mitigation
- Note: Assumes \$50,000 added to FCC per year
- Note: Assumes \$50,000/year in Equipment Reserve funds

Existing

FY 26/27 Project List and CIP notes

Information and proposed changes to previous list

FY 26/27

Recreation Park

North (Front) playground: this project was pushed back from FY 25/26, and will replace the playground at the north end of Recreation Park.

North Playground, Path of Travel: the project was pushed back from FY 25/26, and will establish an ADA path of travel to the playground.

Sheds/chargers for utility carts: this project would add storage sheds and power for the electric utility carts ("Gator" type carts) that the District will need to switch to per State mandate.

New pump/filter: this project would replace the existing, and very old irrigation pump/filter with new.

Beggs Field staircase replacement: this project was pushed back from FY 24/25 and will replace the old, wooden staircase that is often in need of repair.

Beggs Field scoreboard: ARD has worked with Auburn Little League on this project for over a year. ALL has settled on a scoreboard design and we are in the final phases of sponsorship ads and determining installation.

Beggs Field retaining wall railings: this a new project to the list and would install safety rails on top of the retaining wall to meet code.

Regional Park

Marriott Meadows Development: the ability to complete this project this year will be determined by requirements from Placer County and available funding. Phasing will need to occur to complete the project.

Electric repairs at pond lights: running new conduit and wire so that the lights on the east side of the pond will work

Gym and locker room roof repair: a revisit and patch of some of the work that was completed in FY 25/26

Ashford Park

Levee and garage repairs; paving to garage: This project was pushed back from FY 24/25 and involves repairing the damaged levee/spillway, fixing the area around the garage and paving the road down to the garage.

Sink hole repair (deductible): this is a new project to the list and includes funding for the deductible for the sinkhole that developed at Ashford Park.

FY 27/28

Recreation Park

Painting new mural at maintenance shop building: This project was pushed back from FY 25/26

Sierra Pool resurfacing: this is a placeholder until a budget and funding can be established, however this project will likely cost \$300,000+

Emergency exit on to Auburn Folsom Rd.: This project was pushed back from FY 25/26.

Regional Park

Pond leak investigation: This project was pushed back from FY 24/25

Shade structures at south-end picnic tables: This project was pushed back from FY 24/25

Gym floor replacement: this is a placeholder for a project that currently does not have a budget assigned

Tennis court path of travel: This project was pushed back from FY 24/25

Kiosks/signage: This project was pushed back from FY 24/25

Breezeway painting: This project was pushed back from FY 24/25

French drain system at PB courts: this project would put a French drain system around the courts to help prevent water from seeping under the asphalt.

Placer Hills Park

Placer Hills Pool locker room floor: this project was pushed back from FY24/25 and will repair the flooring in the pool locker rooms.

Overlook Park

Interpretive signage: This project was pushed back from FY 23/24

Barriers to prevent access to back areas: this project was pushed from FY 26/27 and would create some type of barriers to prevent vehicles from accessing the area behind the modular building.

Various Parks

Tree audit/survey: ARD's last tree survey was in 2015. This survey would target tree in high use areas at Recreation Park, Regional Park and Meadow Vista Park.

FY 28/29

Recreation Park

Charging station infrastructure and engineering: this project was pushed back from FY 24/25. This work is being done to establish where charging stations for ARD vehicles can be located and to reconcile the power needs. Finding space at Recreation Park could be problematic.

Regional Park

PB Court slipsheet system: this project was pushed from FY 27/28 and would replace/repair the existing courts with the same system that has been proven successful at the Meadow Vista PB courts.

4.3 Cover sheet – Amendment to MVCC Ground Lease

Auburn Area Recreation and Park District Acquisition and Development meeting March, 2026;

The Issue

Shall the Auburn Area Recreation and Park District (ARD) adopt an amendment to the Ground Lease with the Meadow Vista Community Center (MVCC) to address default language in the lease?

Background

Meadow Vista Park has been under ARD jurisdiction since 1977. The park consists of twenty-two acres off of Placer Hills Road and Meadow Vista Road. ARD entered into an agreement with MVCC Inc. in 1998 to build the community center. This agreement was modified in 2008. This modification created a Ground Lease between ARD and MVCC Inc.

MVCC Inc. consists of a board of directors charged with overseeing the construction and operations of the community center. Construction of the MVCC, located in the northwest corner of the park, began in 2005. The MVCC is an 8000 square foot building. At this point, only the “Broadwell Room”, a +/- 900 sq.ft. room and associated bathrooms are open at the north end of the building. MVCC, Inc. received occupancy from Placer County once this room was opened. MVCC, Inc. is currently raising funds to complete the building. The estimated amount needed to complete the building is \$500,000.

The existing Ground Lease has default language that includes the following section

SECTION 17 - DEFAULT

(viii) The failure of Tenant to complete construction of the building on the Premises and obtain an occupancy permit from Placer County within ten (10) years of the Commencement Date of this lease;

As it currently stands, MVCC Inc. is in default because they have not completed construction of the building within 10 years of signing the lease in 2008. Fred Eichenhofer, MVCC Inc. Chairperson, brought this default to the attention of ARD, stating that this default and language is giving donors pause, as they want to make sure that their donations go towards completing a building that is not in default.

After discussions with Fred and ARD’s attorney, it was determined that the easiest way to address this default is to make the following amendment:

(viii) The failure of Tenant to **complete construction of the building on the Premises** and obtain an occupancy permit from Placer County within ten (10) years of the Commencement Date of this lease;

Since the MVCC already has an occupancy permit, making this amendment would put MVCC in compliance (not in default).

Recommendation

Review, discuss and send a positive recommendation to the Board to adopt the amendment as presented above.

Alternatives available

1. Change the amount of time that MVCC has to complete everything. As an example, change the current 10-year time frame to a 40-year time frame.
2. Establish a hard date that MVCC has to complete everything. As an example, change the 10-year time frame to date such as 2040.

Fiscal Impact

There is no fiscal impact to making this amendment to the MVCC Ground Lease.

Attachments

Existing MVCC Ground Lease with proposed amendment (Section 17 (viii), found on page 9 of the lease)

**GROUND LEASE
MEADOW VISTA COMMUNITY CENTER**

THIS AMENDED GROUND LEASE (this "Lease") is made as of the ____ day of _____ 2026, by and between **AUBURN AREA RECREATION AND PARK DISTRICT (ARD)** ("Landlord") and **MEADOW VISTA COMMUNITY CENTER (MVCC)** ("Tenant").

A. Landlord is the owner of record of all of that certain real property (the "Property") situated in Placer County, California, commonly known as a portion of the Meadow Vista Park, and more particularly described in Exhibit A.

B. Landlord wishes to lease the Property to Tenant, together with all rights, privileges, and easements appurtenant to the Property. The Property, such appurtenant rights, and privileges are collectively referred to as the "Premises."

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

SECTION 1 - LEASE OF PREMISES

Landlord hereby leases, transfers and demises to Tenant, and Tenant hereby leases and takes from Landlord, the Premises for the terms and upon the agreements, covenants and conditions set forth in this Lease.

SECTION 2 - TERM

The term of this Lease shall be 50 years (the "Term") commencing on July 1, 2008 (the "Commencement Date), and, unless sooner terminated or extended as herein provided, shall terminate on June 30, 2058. Thereafter, the lease may be extended upon such terms as the parties may agree.

SECTION 3 - RENT

Tenant shall pay to Landlord as rental for the use and occupancy of the Premises, at the times and in the manner hereinafter provided, the sum of One Dollar (\$1.00) per year. All rent and other monies and charges payable by Tenant to Landlord hereunder shall be paid by Tenant to Landlord in lawful money of the United States of America at Landlord's address for notices hereunder, or to such other person or at such other place as Landlord may from time to time designate by notice in writing to Tenant.

SECTION 4 - TAXES AND ASSESSMENTS

(a) Tenant covenants and agrees to pay and discharge, during the entire Term, before

delinquency, all water charges, sewer charges, utility fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed upon or against the building owned by Tenant situated on the Premises.

SECTION 5 - QUIET ENJOYMENT

Landlord covenants that upon payment by Tenant of the rent herein reserved and upon performance and observance by Tenant of all of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed, Tenant shall peaceably hold and quietly enjoy the Premises during the entire Term without hindrance, molestation or interruption by Landlord or by anyone lawfully or equitably claiming by, through or under Landlord, notwithstanding the provisions of Section 16.

SECTION 6 - USE

Tenant shall have the right to use the Premises for the purpose of operating a community center; provided, however, in no event shall the Premises be used for any purpose or use (nor shall any activity be carried on upon the Premises) which in any manner causes, creates or results in a public or private nuisance or in the reasonable opinion of Landlord, any use which is harmful to Landlord or its reputation. Tenant hereby accepts the Premises in its "as is" and existing condition as of the Lease commencement date or the date that Tenant takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Tenant hereby acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the present or future suitability of the Premises.

SECTION 7 - TITLE TO BUILDINGS AND IMPROVEMENTS

Title to all buildings, structures and improvements that now, or may from time to time be constructed shall vest in Tenant and shall not constitute a part of the Premises, including all carpets, draperies, partitions, machinery, equipment and fixtures that are now, or may from time to time be used, or intended to be used, on or within the Premises.

Upon the expiration of this Lease or termination of this Lease in accordance with Section 17 due to the occurrence of any defaulting events, title to all buildings, structures and improvements and all carpets, draperies, partitions, machinery, equipment fixtures, etc. shall pass to and vest in Landlord without cost or charge to it.

SECTION 8 - REPAIRS, GOVERNMENTAL REGULATIONS AND WASTE

(a) Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord:

(i) Keep and maintain all buildings and improvements now or hereafter located on the Property and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Tenant shall likewise keep and maintain the grounds, sidewalks, landscaped areas, and shall keep all parking areas and grounds immediately adjacent to the premises as shown on Exhibit "A" attached hereto in good and neat order. Landlord shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the Premises or any buildings or improvements now or hereafter located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof; and,

(ii) Comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations now in force or which may hereafter be enacted affecting the Premises, all buildings and improvements now or hereafter located thereon, or any activity or condition on or in the Premises, including the requirements of all environmental laws and the Americans With Disabilities Act ("ADA").

(b) Tenant agrees that it will not commit or permit waste upon the Premises other than by the consent of the Landlord to the extent necessary for the removal of any buildings or improvements upon the Premises or for the purpose of constructing and erecting thereon other buildings and improvements in accordance with the rights set forth in Section 9, below.

(c) Any remodeling of the building or any structural alteration of the building shall be at Tenant's own cost and require the written consent of Landlord.

SECTION 9 - IMPROVEMENTS, CHANGES, ALTERATIONS, DEMOLITION AND REPLACEMENT

(a) Tenant shall have the right at any time and from time to time during the Term to make such improvements to the Premises and such changes and alterations, to any buildings, improvements, fixtures and equipment now or hereafter located on the Property, excluding demolition of any or all buildings and improvements now or hereafter located on the Property and replacement thereof, as Tenant shall deem necessary or desirable at Tenant's own cost. Remodeling of the building or structural alteration of the building shall require written consent of the Landlord and be at Tenant's own cost.

(b) Following the Commencement Date, Tenant shall proceed with due diligence and dispatch to complete the construction on the Premises of the community center in accordance with the plans approved by Placer County, and Tenant shall complete construction of such building by not later than the 10th anniversary of the Commencement Date of the Lease.

(i) No improvement, change or alteration, and replacements shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction, and Landlord

agrees to join in the application for such permits or authorizations whenever such action is reasonable and necessary.

(ii) All work done in connection with any improvement, change, alteration or demolition and replacement shall be done promptly and in a good and workmanlike manner and in compliance with all laws, ordinances, orders, rules, regulations and requirements of all Federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof. All such work shall be at the sole cost and expense of Tenant.

SECTION 10 - DAMAGE OR DESTRUCTION

No loss or damage by fire or other cause required to be insured against hereunder resulting in either partial or total destruction of any building, structure, or other improvement on the Property, shall operate to terminate this Lease, or to relieve or discharge Tenant from the payment of rents or amounts payable as rent as they become due and payable, or from the performance and observance of any of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed. Tenant hereby waives the provisions of subsection 2 of section 1932 and subsection 4 of section 1933 of the California Civil Code, as amended from time to time.

SECTION 11 - NO MORTGAGE OF LEASEHOLD

Tenant shall have no right to encumber the leasehold estate created by this Lease by a mortgage, deed of trust or other security instrument, including, without limitation, an assignment of the rents, issues and profits from the Premises, (the "Leasehold Mortgage") to secure repayment of any loan to Tenant.

SECTION 12 - FIRE AND EXTENDED COVERAGE AND LIABILITY INSURANCE

(a) During the period of the construction of any improvements upon the Property, Tenant shall, at its sole expense, obtain and keep in force builders risk insurance, insuring Tenant, Landlord, and such other parties as Tenant may designate as an additional insured hereunder, against all risks of physical loss and/or damage from any cause (exclusive of earthquake and subject to usual policy exclusions) to all buildings, structures, materials and real property to be improved, located on or forming a part of the Premises under improvement.

(b) Tenant shall, at its sole expense, obtain and keep in force during the Term, after substantial completion of any improvements upon the Premises fire and extended coverage insurance (excluding earthquake insurance) naming Landlord, and such other parties as Tenant may designate, as additional insureds thereunder, in the customary form in the County of Placer for buildings and improvements of similar character, on all buildings and improvements located on the Premises, and on all machinery, furniture, fixtures and equipment located therein. The amount of such insurance at all times during the Term shall not be less than ninety percent (90%) of the actual replacement cost of such buildings and improvements, machinery, furniture, fixtures and equipment. The actual replacement cost of such buildings and improvements shall be determined by mutual agreement of Landlord and Tenant at the time the fire and extended

coverage insurance is initially taken out and the limits and coverage, including replacement cost valuation, shall be determined in accordance with Section 12(f) below.

(c) Tenant shall, at its sole expense, obtain and keep in force during the Term general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for injury to or death of any number of persons in one occurrence, and not less than One Million Dollars (\$1,000,000) for damage to property, insuring against any and all liability of Landlord and Tenant including, without limitation, coverage for contractual liability, broad form property damage, host liquor law liability, personal injury, and non-owned automobile liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof, and insurance on all boilers and other pressure vessels, whether fired or unfired, located in, on, or about the Premises, without exclusion for explosion, collapse and underground damage, in an amount not less than One Million Dollars (\$1,000,000). All of such insurance shall insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 14(b) hereof. All of such insurance shall be noncontributing with any insurance which may be carried by Landlord and shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under the policy for any loss, injury or damage to Landlord, its agents and employees, or the property of such persons.

(e) Tenant agrees that each such policy of fire and extended coverage insurance and all other policies of insurance on the Premises obtained by Tenant, whether required by the provisions of this Lease or not, shall be made expressly subject to the provisions of Section 14(b) and all Tenant's insurers hereunder shall waive any right of subrogation against Landlord to the extent such insurers permit.

(f) All insurance provided for in this Section 12, and all renewals thereof, shall be issued by companies rated at least A+ by Best's Insurance Reports (Property Liability) or approved by Landlord. All insurance policies shall be subject to approval by Landlord as to form and substance and shall expressly provide that such policies, except for the boiler insurance specified in subsection (c) above, shall not be cancelled or altered without thirty days prior written notice to Landlord. The limits and coverage of all such insurance shall be adjusted by agreement of Landlord and Tenant during every fifth Lease Year during the Term in conformity with the then prevailing custom of insuring property similar to the Premises in the County of Placer, and any disagreement regarding such adjustment, including the valuation of the replacement cost, shall be settled by arbitration in the manner provided in Section 28 hereof. Upon the issuance thereof, each insurance policy or a duplicate or certificate thereof shall be delivered to Landlord.

(g) All amounts that shall be received under any insurance policy specified in subsections (a) and (b) above shall be first applied to the payment of the cost of repair, reconstruction or replacement of any buildings or improvements, or furniture, fixtures, equipment and machinery, that is damaged or destroyed. Any amount remaining from the proceeds of any such insurance funds, after the repairing, reconstructing and replacing of any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required,

shall be immediately paid to and be the sole property of Tenant; provided that, if any governmental law or regulation governing land use prohibits the restoration or reconstruction of the buildings or improvements damaged or destroyed to their pre-casualty state, any excess insurance proceeds over restoration or reconstruction costs that are the consequence of such prohibition shall be allocated pursuant to the priorities set forth in Section 15(a)(i) and (ii) below. If said insurance proceeds shall be insufficient in amount to cover the cost of repairing, reconstructing or replacing any buildings or improvements, or furniture, fixtures, equipment and machinery, as herein required, Tenant shall promptly pay any deficiency.

SECTION 13 - MECHANICS' AND OTHER LIENS

Tenant shall promptly discharge or remove by bond or otherwise prior to foreclosure thereof, any and all mechanics, materialmens and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the Premises for or in connection with any operations of Tenant, any alterations, improvements, repairs or additions which Tenant may make or permit or cause to be made, or any work or construction by, for or permitted by Tenant on or about the Premises, and to save and hold Landlord and all of the Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens and suits or other proceedings pertaining thereto. Tenant covenants and agrees to give Landlord written notice not less than twenty (20) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Twenty Five Thousand Dollars (\$25,000) in order that Landlord may post appropriate notices of Landlord's non-responsibility.

SECTION 14 - INDEMNITY

(a) Tenant shall have the right to contest the amount or validity of any lien of the nature set forth in Section 13 hereof or the amount or validity of any tax, assessment, charge, or other item to be paid by Tenant under Section 4 hereof by giving Landlord written notice of Tenants intention to do so within twenty (20) days after the recording of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge, or other item, as the case may be. In any such case, Tenant shall not be in default hereunder, and Landlord shall not satisfy and discharge such lien nor pay such tax, assessment, charge or other item, as the case may be, until ten (10) days after the final determination of the amount or validity thereof, within which time Tenant shall satisfy and discharge such lien or pay such tax, assessment, charge or other item to the extent held valid and all penalties, interest, and costs in connection therewith; provided, however, that the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, and any such delay shall be a default of Tenant hereunder. In the event of any such contest, Tenant shall protect and indemnify Landlord against all loss, cost, expense, and damage resulting there from, and upon notice from Landlord so to do, shall furnish Landlord a corporate surety bond payable to Landlord, in one hundred and twenty percent (120%) of the amount of the lien, tax, assessment, charge, or item contested, as the case may be, conditioned upon the satisfaction and discharge of such lien or the payment of such tax, assessment, charge, or other item, and all penalties, interest, and costs in connection therewith.

(b) To the fullest extent allowed by law, Tenant covenants and agrees that Landlord shall not at any time or to any extent whatsoever be liable, responsible or in anywise accountable for any loss, injury, death, or damage to persons or property which, at any time may be suffered or sustained by Tenant or by any person who may at any time be using, occupying, or visiting the Premises or be in, on or about the Premises, from any cause whatsoever, except when whether such loss, injury, death, or damage shall be caused by or in anywise result from or arise out of the negligent or intentional acts or omissions of Landlord. Furthermore, Tenant shall forever indemnify, defend, hold, and save Landlord free and harmless of, from and against any and all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage occasioned by any cause other than Landlord's intentional or negligent acts or omissions. Tenant hereby waives all claims against Landlord for damages to the buildings and improvements now or hereafter located on the Property and to the property of Tenant in, upon or about the Premises, and for injuries to persons or property in, on or about the Premises, from any cause arising at any time, except for any such claims arising from negligent or intentional acts or omissions committed by Landlord. Tenant's indemnity obligation set forth in this Section shall survive the termination or expiration of this Lease with respect to any claims or liabilities arising out of injury or damage to person or property which occurs during the Term.

SECTION 15 - EMINENT DOMAIN

(a) If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, of the compensation and damages payable for or on account of the Property, exclusive of the buildings and improvements thereon, Tenant shall receive a sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Premises exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of Landlord. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Premises shall be divided among Landlord and Tenant as follows:

(i) All compensation and damages payable for or on account of buildings and improvements having a remaining useful life less than the remaining Term as of the date of such taking shall be payable to and be the sole property of Tenant; and

(ii) A proportionate share of all compensation and damages payable for or on account of buildings and improvements having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such buildings and improvements, shall be payable to and be the sole property of Tenant, and the remaining share thereof shall be payable to and be the sole property of Landlord.

(b) If less than the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection (a) above, Tenant shall promptly reconstruct and restore the Premises, with respect to the portion of the Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Minimum Rent payable by Tenant following such taking shall be equitably reduced by agreement of Landlord and Tenant in accordance with the reduced economic return to Tenant, if any, which will occur by reason of such taking. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Premises by Tenant pursuant to this subsection (b) by application, first, of any sums payable for or on account of the buildings and improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such buildings and improvements. The remainder, if any, after reconstruction and restoration shall be divided between Landlord and Tenant in the manner provided in subsection (a) above.

(c) No taking of any leasehold interest in the Premises or any part thereof shall terminate or give Tenant the right to surrender this Lease, nor excuse Tenant from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by Tenant after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Tenant.

(d) Should Landlord and Tenant for any reason disagree (i) as to whether any portion of the Premises taken is so substantial as to impair materially the use of the Premises contemplated by Tenant, or (ii) on the division of any compensation or damages paid for or on account of any taking of all or any portion of the Premises, or (iii) on the amount by which the rent payable by Tenant hereunder is to be equitably reduced in the event of a partial taking, then, and in any of such events, the matter shall be determined by arbitration in the manner provided in Section 28 hereof.

SECTION 16 - LANDLORD'S RIGHT OF INSPECTION

Landlord may, at any reasonable time and from time to time during the Term, enter upon the Property for the purpose of inspecting the buildings or improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

SECTION 17 - DEFAULT

(a) Any and all of the following actions shall constitute a default by Tenant under this Lease:

- (i) Failure to pay rent or any other sum within three days after the due date;
- (ii) Use of the Premises for any purpose other than as authorized in this Lease;

(iii) Failure to perform any of the terms, covenants or conditions of this Lease within 30 days after written notice from Landlord to Tenant; provided, however, that if more than 30 days are required to cure such default, Tenant shall not be in default under this Lease if it is diligently working on a cure of such default;

(iv) Abandonment or vacation of the Premises for 30 consecutive days or more;

(v) The making of a general assignment by Tenant for the benefit of creditors, the filing of any voluntary petition in bankruptcy by Tenant, or the filing of an involuntary petition by Tenant's creditors if such involuntary petition remains undischarged for a period of 60 days, the appointment of a receiver to take possession of all or substantially all of Tenant's assets or of Tenant's leasehold estate hereunder, if such receivership remains undissolved for a period of 60 days, or the attachment or other judicial seizure of all or substantially all of Tenant's assets or of Tenant's leasehold estate hereunder, if such attachment or other seizure remains undismissed or undischarged for a period of 60 days after the levy thereof;

(vi) The dissolution of Tenant as a non-profit corporation;

(vii) The commission of acts amounting to waste of the Premises;

(viii) The failure of Tenant to ~~complete construction of the building on the Premises and~~ obtain an occupancy permit from Placer County within ten (10) years of the Commencement Date of this lease;

(ix) The unauthorized assignment or sublet of the Premises or building thereon; or

(x) The failure by Tenant to discharge any lien with in the time constraints described in Section 13.

(b) In the event of any default by Tenant, then Landlord shall have the right either to terminate Tenant's right to possession of the Premises, by giving notice of termination to Tenant, and thereby terminating this Lease, or to have this Lease continue in full force and effect with Tenant at all times having the right to possession of the Premises.

(c) If Landlord elects to have this Lease continue in full force and effect, Tenant shall remain liable to perform all of its obligations under this Lease and Landlord may enforce all of Landlord's rights and remedies under law or equity.

(d) No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

SECTION 18 - NON-WAIVER

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If any action or proceeding is instituted or if any other steps are taken by Landlord or Tenant, and a compromise part payment or settlement thereof shall be made, either before or after judgment, the same shall not constitute or operate as a waiver by Landlord or Tenant of any agreement, covenant or condition of this Lease or of any subsequent breach thereof. No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege, or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege, or option hereunder. No waiver of any provision hereof by Landlord or Tenant shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by Landlord or Tenant, as the case may be. The receipt by Landlord of rent with knowledge of any default under this Lease shall not constitute or operate as a waiver of such default. Payment by Tenant or receipt by Landlord of a lesser amount than the stipulated rent or other sums due Landlord shall operate only as a payment on account of such rent or other sums. No endorsement or statement on any check or other remittance or in any communication accompanying or relating to such payment shall operate as a compromise or accord and satisfaction unless the same is approved in writing by Landlord, and Landlord may accept such check, remittance or payment without prejudice to its right to recover the balance of any rent or other sums due by Tenant and pursue any remedy provided under this Lease or by law.

SECTION 19 - NO MERGER

(a) There shall be no merger of the leasehold estate created by this Lease with any other estate in the Premises, including the fee estate, by reason of the fact that the same person may own or hold the leasehold estate created by this Lease, or an interest in such leasehold estate, and such other estate in the Premises, including the fee estate, or any interest in such other estate; and no merger shall occur unless and until Landlord and Tenant shall join in a written instrument effecting such merger and shall duly record the same.

(b) No termination of this Lease shall cause a merger of the estates of Landlord and Tenant, unless Landlord so elects .

SECTION 20 - NO PARTNERSHIP

It is expressly understood and agreed that Landlord does not, in any way or for any purpose by executing this Lease, become a partner of Tenant in the conduct of Tenant's business, or otherwise, as a joint venture or a member of a joint enterprise with Tenant.

SECTION 21 - COVENANTS RUN WITH LAND

(a) The agreements, covenants and conditions in this Lease contained are and shall be deemed to be covenants running with the land and the reversion and shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective successors and assigns and all subsequent Landlords and Tenants respectively hereunder.

(b) All references in this Lease to "Landlord" shall be deemed to refer to and include successors and assigns of Landlord without specific mention of such successors or assigns.

SECTION 22 - SALE, ASSIGNMENT OR SUBLET

Tenant shall not sell the building located on the Premises nor shall it assign or sublet the building.

SECTION 23 - PARKING

Tenant and Landlord shall plan and schedule events that use the parking lots adjacent to the Premises so as to minimize the parking impacts to the events of the other. Both Tenant and Landlord will periodically provide each other a Calendar of Major Events that impact parking adjacent to the Premises. In the event that all reasonable scheduling and location compromises fail, the Landlords activity shall have parking priority.

SECTION 24 - NOTICES

Except as otherwise provided hereunder, any notice or communication to Landlord or Tenant shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to Landlord at *ARD, 471 Maidu Dr. #200, Auburn, CA 95603* or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant. Notices or communications shall be addressed to Tenant at _____, with a copy addressed to _____, or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord. Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office.

Tenant shall provide Landlord with annually in July written notice of:

- (a) Annual Secretary of State filing; and
- (b) Compliance with insurance requirements required by Section 12 herein

SECTION 25 - LIMITATION OF LANDLORD'S LIABILITY

In the event of any transfer of Landlord's interest in this Lease, the Landlord herein named (and in case of any subsequent transfer, the then transferor) shall be automatically freed and relieved from and after the date of such transfer of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided, however, that any funds in the hands of Landlord or the then transferor at the time of such transfer, in which Tenant has an interest shall be turned over to the transferee and any amount then due and payable to Tenant by Landlord or the then transferor under any provision of this Lease shall be paid to Tenant; and provided, further, that upon any such

transfer, the transferee shall expressly assume, subject to the limitations of this Section 25, all of the agreements, covenants and conditions in this Lease to be performed on the part of Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on each Landlord, its successors and assigns, only during its period of ownership.

SECTION 26 - ESTOPPEL CERTIFICATES

Tenant or Landlord, as the case may be, will execute, acknowledge and deliver to the other, promptly upon request, its certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the modifications), (b) the dates, if any, to which the Minimum Rent, Percentage Rent, and other monetary obligations have been paid, (c) whether there are then existing any charges, offsets or defenses against the enforcement by Landlord of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed (and, if so, specifying the same), and (d) whether there are then existing any defaults by Tenant in the performance or observance by Tenant of any agreement, covenant or condition hereof on the part of Tenant to be performed or observed and whether any notice has been given to Tenant of any default which has not been cured (and, if so, specifying the same).

SECTION 27 - HOLDING OVER

This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by Tenant after the expiration of the Term shall not constitute a renewal hereof or give Tenant any rights hereunder or in or to the Premises, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by Landlord and Tenant.

SECTION 28 - ARBITRATION

Whenever, under any provision of this Lease, arbitration is required, then the matter shall be determined by binding arbitration under the rules of the American Arbitration Association, in the City of Auburn, with a three-person panel, all three arbitrators to be neutral, as follows:

(a) Landlord and Tenant shall each select one neutral arbitrator from the panel presented by the American Arbitration Association within twenty (20) days of notice of one party to another of the need to commence arbitration. A third arbitrator shall be selected by the first two (2) arbitrators so selected within ten (10) days of the selection of the second arbitrator. In the event of the failure of either party or of the arbitrators to select an arbitrator or to proceed with the arbitration, the matter shall be submitted to the Superior Court, in accordance with California law, for appointment of an arbitrator.

(b) To be qualified as an arbitrator hereunder, a person must have a minimum of five (5) years experience in any one of the following lines of work: accounting, with experience in commercial real estate work, real estate broker, specializing or at least dealing substantially in commercial properties in the City of Auburn and commercial areas of north Auburn real estate

development, with substantial experience in commercial properties in the Auburn area; or law with substantial experience and expertise in real estate law in western Placer County and, in particular, the Auburn area.

(c) The arbitrators shall be governed by the provisions of this Lease. In the event of any ambiguity in such provisions or in the event such provisions are silent on a particular issue, the arbitrators shall apply generally accepted accounting principles regularly applied in similar commercial real estate operations.

(d) Arbitration fees payable to the American Arbitration Association and to the arbitrators shall be paid one-half by Landlord and one-half by Tenant.

SECTION 29 - SEVERABILITY

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

SECTION 30 - TIME OF THE ESSENCE

Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

SECTION 31 - CONSENTS

Whenever in this Lease the consent or approval of either Landlord or Tenant is required or permitted, the party requested to give such consent or approval will act promptly and will not unreasonably withhold its consent or approval.

SECTION 32 - ATTORNEY'S FEES

In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney fees shall be included in and as a part of such judgment.

SECTION 33 - INTEGRATION

This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior leases, offers and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

SECTION 34 - AMENDMENTS

This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

SECTION 35 - GOVERNING LAW

This Lease shall be governed by and construed in accordance with the laws of the State of California.

SECTION 36 - AUTHORITY

If Tenant signs as a corporation, each of the persons executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation, that Tenant has been and is qualified to do business in California, that the corporation has full right and authority to enter into this Lease and that each of the persons signing on behalf of the corporation were and are authorized to do so.

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

**LANDLORD:
AUBURN AREA RECREATION AND PARK DISTRICT**

By _____
Its:

By _____
Its:

**TENANT:
MEADOW VISTA COMMUNITY CENTER**

By _____
Its:

By _____
Its:

Discussion Item # 1: Cover sheet – Possible Locations for New Pickleball Courts

Auburn Area Recreation and Park District Acquisition and Development meeting March, 2026

The Issue

A discussion about possible locations for new pickleball courts. This item was requested to be discussed by the A&D Committee.

Background

ARD currently has the following inventory of pickleball and tennis courts:

Regional Park

6 permanent outdoor pickleball courts

4 permanent outdoor tennis courts

3 indoor pickleball courts using the multi-use gym (these courts are only available at certain times)

Recreation Park

3 indoor pickleball courts using the multi-use gym (these courts are only available at certain times)

Meadow Vista Park

4 permanent outdoor pickleball courts

1 permanent outdoor tennis court

Sugar Pine Ridge Park (“Winchester Park”)

1 permanent outdoor tennis court

In addition to this, ARD also partnered with the City of Auburn and created 3 new *permanent pickleball courts at the School Park Preserve (* the courts are technically multiuse and can be used for other purposes such as events).

The continuing growth of pickleball has resulted in sometimes lengthy waits for court time.

The Auburn Pickleball Court has indicated that they have interest in helping to build new courts. It was requested that staff provide information on possible locations. That information, with photos and pros/cons for each location is attached.

Please note that the cost to build new courts is not listed as a con on any of the sites, as this is a constant. If a site has possible extra costs to build, a notation is made.

Recommendation for the Acquisition and Development Committee

Review and discuss.

Fiscal Impact

Unknown at this time

Attachments

Possible locations for new pickleball courts

Possible location for new pickleball courts

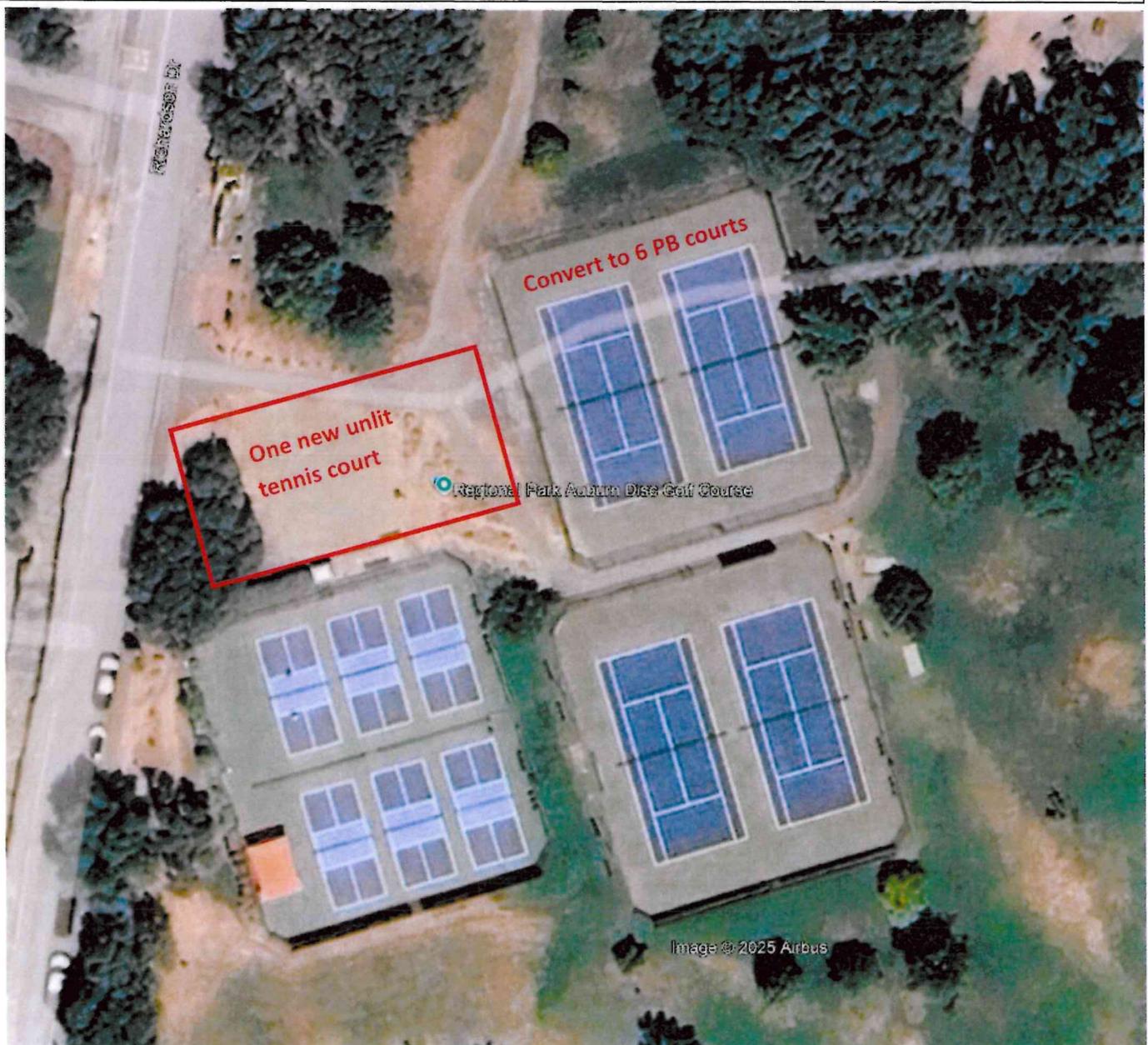
Converting two of the existing Regional Park tennis courts to six pickleball courts; building one new tennis court.

Pros:

- Close to existing PB courts
- Relatively flat area

Cons:

- Loss of one tennis court
- Will need to relocate Disc Golf tee box
- Will need to build ADA parking and path of travel



Pictures from this area



Disc Golf Hole #1 tee-pad



Building new courts to the north-east of the Railhead Park soccer fields

Pros:

- Relatively flat area

Cons:

- Not near any other PB courts
- Not owned by ARD – would need approval from USBR
- Possible noise complaints from nearby neighbors
- Parking could be an issue during soccer games



Building new courts in the Overlook Park parking lot

Pros:

- Relatively flat area
- Good available parking

Cons:

- Not near any other PB courts
- Not owned by ARD – would need approval from USBR
- Possible noise complaints from nearby neighbors
- Loss of space used for 7 races/year (start, finish or both)
- Loss of revenue (approx. \$6k/year) from races



Building new courts at Meadow Vista Park

Pros:

- Relatively flat area
- Near other pickleball courts
- Good available parking

Cons:

- Possible added costs due to ground compaction issues
- The area is used for 2 – 3 events/year



2025/2026 PROJECT ACTIVITY REPORT		UPDATED 03/11/26		
PROJECT	EST. COST	NOTES	EST. COMPLETED	
PINK COLORED SECTIONS INDICATE NEW ACTIVITY				
RECREATION PARK				
Gym Roof Failure	TBD	Initial punchlist work has been completed and staff is working with the contractor and insurers on final payments and other close-out procedures. The solar panels are not working for some reason. The electrical sub-contractor that did the removal/re-install has been contacted and they have provided photos and a write up showing that the inverters were in "fault" (not working condition) before they began work. Also, they were getting the same power INPUT readings before and after the project. So, staff has brought in a new solar maintenance contractor (California Solar) to help diagnose the situation. Previous solar maintenance contractor was not responding in a timely manner.	NOVEMBER 2025	
North Playground	120,000.00	Play structure needs to be replaced and is planned as a Lower Grades (2-5 year old) design. Public voting and turnkey "vendor install" process will be used again. Project has been pushed out to next fiscal year.	SPRING 2026	
North Playground ADA Path of Travel	30,000.00	Concrete walkway ADA path of travel has been re-designed to come off the NE corner of the gym by the splash pad instead of across the lawn. A separate, shorter non-ADA concrete path will be constructed to come off of the main asphalt path for parents with strollers. Staff is in process of finalizing the drawings for this work and will be obtaining budget pricing from a contractor prior to being officially put out to bid. Project has been pushed out to next fiscal year.	SUMMER 2026	
Wheelchair Swing Repair	3,000.00	Project completed. Contractors finished repairing the wheelchair swing again and staff has put up signage asking patrons to not overload the swing. Swing was damaged three times due to excessive weight being applied while swinging at top speed. Arc of swing was slightly reduced to further reduce chance of damage.	NOVEMBER 2025	

2025/2026 PROJECT ACTIVITY REPORT		UPDATED 03/11/26		
PROJECT	EST. COST	NOTES	EST. COMPLETED	
		PINK COLORED SECTIONS INDICATE NEW ACTIVITY		
Beggs Field Scoreboard Replacement	7,500.00	Staff has initiated the permit for this work through the City of Auburn and obtained the required structurally engineered post and footing designs. Staff is awaiting sponsor logos from Little League in order to place the order for the scoreboard. Auburn Little League has been working in the background getting a licensed contractor lined up to do the work.	JAN-MARCH 2026	
Beggs Field Score Tower Stairs	40,000.00	Contract has been awarded to Pridex Construction Group Inc. and staff is in the midst of getting the contracts signed and securing the required bonds and insurance. Project construction has been pushed out to July 1, 2026 to not interfere with upcoming Little League season.	AUGUST 2026	
MEADOW VISTA PARK				
Meadow Vista Park Ballfield		SFLL's contractors have just installed the two concrete pads for the sheds/snack shacks. Shed placement and dugout bench installation are the only items of work remaining.		TBD
ASHFORD PARK				
Spillway Repair & Asphalt Pave to Garage	85,000.00	Safety issue of the tripping hazard at the surface has been repaired and staff is working on a new concrete spillway design that will also incorporate a stem wall below to prevent the pond from undermining the pavement (as it currently is doing). New asphalt paving work from spillway to the garage will be pushed out to next fiscal year for spring work when weather conditions are favorable.	SUMMER 2026	

2025/2026 PROJECT ACTIVITY REPORT		UPDATED 03/11/26		EST. COMPLETED
PROJECT	EST. COST	NOTES	PINK COLORED SECTIONS INDICATE NEW ACTIVITY	
Maintenance Garage Improvements	15,000.00		Before the driveway paving project can be done, the frontage at the maintenance garage needs concrete work improvements. Concrete pad of the garage needs to be modified to eliminate a gap under the rolling door and a concrete swale will be installed to help with drainage. The area sits in a low spot below two hills and receives a large amount of rainfall runoff creating very muddy conditions.	SPRING 2026
Pond Fill Culvert Sinkhole	TBD		Note: This project needs to be completed/resolved before the two above can take place as this work will shut down the paved access path right at the dog park entrance. Staff has hired a contractor to peel back the chain link fence and clear out the blackberries at the culvert inlet (back near the train tracks). Once this is done staff has a pipeline inspection contractor lined up to video tape the interior of the pipe (approximately 270 LF). Hopefully the footage will show that there is "solid" pipe on the upstream side of the collapse so that a new pipe can be connected to it and the entire length from that point into the pond can be replaced with a concrete or PVC pipe.	WINTER/SPRING 2026
OVERLOOK PARK				
REGIONAL PARK & MARRIOTT MEADOWS SITE				

2025/2026 PROJECT ACTIVITY REPORT		UPDATED 03/11/26	
PROJECT	EST. COST	NOTES	EST. COMPLETED
Marriot Meadows CD's and Park Construction Project (2021/22)	TBD	PINK COLORED SECTIONS INDICATE NEW ACTIVITY The first round of drawing comments from Placer County have been received and they are much more extensive than anticipated. Staff is coordinating with the design consultant and will be setting up a meeting with the county to see if some of the comments/revisions/requested studies can be waived. Concurrently, staff is working with Nevada Irrigation District to complete applications for the parks two new water services (domestic and irrigation). Also working with the Placer County Air Pollution Control District to make sure their requirements are included in the bid documents.	SPRING BID, CONSTRUCT SUMMER/FALL 2026
Marriot Meadows Park Fence Improvements Project		Project was completed on October 8. Staff has heard that the Deer Ridge community is very happy with the project.	SEPTEMBER 2025
Dry Creek Picnic Area Playground	125,000.00	Project was completed and opened back up to the public the day before Thanksgiving. This is a lower-grades play structure designed for 2-5 year olds but older kids can of course use it as well.	WINTER 2025
Pickleball/Tennis Courts	TBD	Courts will be monitored this winter for water damage and a long french drain project partially surrounding the courts has been added to the project list. When installed, it is hoped that this drainage system will remedy the suspected water intrusion under the paved surfaces. This french drain is proposed to be pushed out to 27/28 fiscal year due to workloads. A slip-sheet repair system, also on the project list, is now proposed to be pushed out to 28/29 fiscal year.	2027/28 FISCAL YEAR
CVCC			

2025/2026 PROJECT ACTIVITY REPORT		UPDATED 03/11/26	
PROJECT	EST. COST	NOTES	EST. COMPLETED
Bike Park - Construction & Maintenance (2015/2016)	4,800.00	PINK COLORED SECTIONS INDICATE NEW ACTIVITY District has purchased additional soil for the planned Pump Track Refurbishing Project which is planned to begin the week of 3/16. ATA will be primarily taking lead on this and is hiring the previous bike park earthwork specialist.	SPRING 2026
RAILHEAD PARK			
Parking Lot Repair/Re-seal (2022)	150,000.00	Project completed.	JULY 2025
New Irrigation Pump & Filter (2023)	80,000.00	New pump has been installed/project completed at the end of April. Staff is monitoring the new radio control equipment that was installed to ensure that it is working properly as the previously installed antennas were not communicating properly. Staff will be getting quotes to enclose the new pump station with a chain link fence/gate to protect the new antenna.	APRIL 2025
WINCHESTER PARK			
Fiscal Year Projects Total:	660,300.00		