

**FIRST AMENDMENT TO USE AGREEMENT WITH EASTSIDE FOOTBALL CLUB  
FOR SOCCER FACILITY AT PRESTON PARK**

RECITALS

- A. King County, a home rule charter county and political subdivision of the State of Washington ("the County"), and Eastside Football Club (EFC), a not-for-profit, tax-exempt 501(c)(3) corporation organized under the laws of the State of Washington entered into a Use Agreement with an effective date of August \_\_, 2007 ("the Agreement"),
- B. Section 2.5 of the Agreement provides \$1.5 million towards the capital costs to construct the Soccer Facility.
- C. Section 2.7 of the Agreement requires EFC to Pay King County a guaranteed rental fee of \$120,000 per year for 10 years.
- D. King County Council appropriated an additional \$400,000 in 2008 capital funds and the CPG Program committed an additional \$300,000 in 2007 and 2008 CPG Grant funds towards the final costs to construct the park.
- E. EFC agrees to increase their annual rental fee from \$120,000 per year to \$150,000 per year.
- F. King County and EFC wish to amend Section 2.5 of the Agreement to reflect the additional funds provided.
- G. King County and EFC wish to amend Section 2.7 of the Agreement to reflect the additional rental payments required.

NOW, THEREFORE, King County and EFC agree to delete Paragraphs 2.5 and 2.7 of the Agreement and insert new Paragraphs 2.5 and 2.7 as follows :

- 2.5 King County will provide a total of \$2.2 million towards the capital cost to construct the Soccer Facility at the Site pursuant to the Parks FMD Milestone Review Grid, attached hereto as Ex. D. Except as may be hereafter provided by amendment, EFC will be solely responsible to secure and provide all other funding needed to design and construct the Soccer Facility. The present total estimate cost to construct the Soccer Facility is \$4.2 million dollars, excluding anticipated donated services and materials. With the exception of any CPG and YSFG grants that may independently be awarded to EFC, Issaquah Little League ("ILL") and Preston Community Club ("PCC"), King County will be under no obligation directly or indirectly to pay for any labor, material, or improvement associated with the Site or the Soccer Facility in excess of the \$2.2 million dollar capital grant outlined above. EFC will, upon request, inform any inquiring person or entity that King County has**


First Amendment to EFC CPG Agreement (1-25-08)

no further financial obligations associated with the construction of the Site or the Soccer Facility.

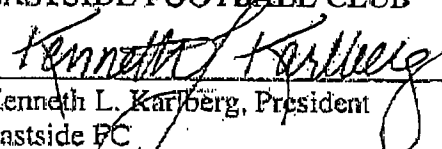
2.7 EFC will pay King County a guaranteed rental fee of \$150,000 per year for 10 years starting from the date of the Soccer Facility's completion (Years 1-10), inclusive of electricity costs. For Years 11-20, EFC will pay an hourly rental fee for synthetic field usage at the Soccer Facility to King County at \$20 less than the public hourly rental fee charged by King County, exclusive of electricity costs, for synthetic and/or grass soccer fields for youth sports. The reduction is in recognition for the substantial in-kind goods and services donated by EFC's volunteers and general contractor, and the supplemental maintenance provided by EFC under this Agreement. EFC shall not be required to pay an hourly fee for use of the unlit grass field.

All other terms, conditions, specifications and requirements of the Agreement shall remain unchanged and in full effect, except as amended herein.

Approved by:

KING COUNTY  
  
Kevin Brown, Director  
King County Parks and Recreation Division

2/26/08  
Date

EASTSIDE FOOTBALL CLUB  
  
Kenneth L. Karlberg, President  
Eastside FC

2/4/08  
Date