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FIRST PITCH ENTERTAINMENT, LLC

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF TULARE
10

11 CITY OF VISALIA, a California municipal
corporation and charter law city,

12 Plaintiff,

13 v.

14 FIRST PITCH ENTERTAINMENT, LLC, a
Delaware limited liability company, AND
15 DOES 1-25, INCLUSIVE,

16 Defendants.
17

18 FIRST PITCH ENTERTAINMENT, LLC, a
Delaware limited liability company,

19 Cross-Complainant,
20

21 v.

22 CITY OF VISALIA, a California municipal
corporation and charter law city, and ROES 1-
23 25, inclusive,

24 Cross-Defendants.

Case No. VCU294607

**VERIFIED CROSS-COMPLAINT FOR:
DECLARATORY RELIEF**

The Hon. David C. Mathias, Dept. 1

Action Filed: December 21, 2022

25 Cross-Complainant, FIRST PITCH ENTERTAINMENT, LLC (“FIRST PITCH”) by and
26 through its attorneys of record of the law firm of McCORMICK, BARSTOW, SHEPPARD,
27 WAYTE & CARRUTH, LLP, hereby brings this Cross-Complaint against Cross-Defendant CITY
28 OF VISALIA (“CITY”), and alleges as follows:

1 INTRODUCTION

2 1. Fundamentally, the dispute between FIRST PITCH and the CITY is a simple
3 landlord-tenant dispute regarding who pays for structural improvements to a CITY-owned facility
4 leased by FIRST PITCH to operate a community asset, the Visalia Rawhide. This Cross-Complaint
5 arises from a perplexing sequence of events whereby Plaintiff and Cross-Defendant CITY entered
6 into a lease agreement (“Lease”) with FIRST PITCH that included as Section 2 (“Section 2”) an
7 unambiguous provision obligating the CITY to provide a stadium compliant with Major League
8 Baseball (“MLB”) facility requirements (“Facility Standards”) at all times during the term of the
9 Lease.

10 2. Despite the clear-cut obligation in Section 2, when it came time for the CITY to fulfil
11 its obligation to bring the stadium into compliance with MLB-mandated improvements designed to
12 increase player well-being and safety, the CITY refused, trying to change its written agreement with
13 a local business because the City did not like the Lease. To do so, the City resorted to a nonsensical
14 interpretation contrary to the plain meaning of Section 2.

15 3. When confronted with the reality that its interpretation was illogical, particularly
16 when looking at the Lease in its entirety, the CITY doubled down on its position, telling FIRST
17 PITCH to sue if FIRST PITCH disagreed with the CITY. The City, then jumped ahead, and sued
18 FIRST PITCH, using the litigation to try to convince the community that it, the government, is being
19 helplessly bullied by one of its local businesses. In reality, the CITY is simply attempting to avert
20 the fact that the CITY wrote and signed a contract that the CITY now deems inconvenient to honor,
21 deciding that the possibility of losing baseball for its citizens is worth the risk. The CITY is
22 attempting to, in bad faith, renegotiate a lease the CITY willingly and knowingly entered into simply
23 because the CITY does not want to pay for required stadium renovations, despite having the
24 financial means and the obligation to do so.

25 4. In the CITY’s focus on the costs of these improvements to a facility the City owns
26 (but seeks to avoid to maintain), the CITY has disregarded the many benefits of professional
27 baseball in Visalia, including the economic impact in the community. An updated Economic Impact
28 Study performed by a nationally recognized expert, estimates that the Rawhide contributes over \$4.6

1 million dollars annually to the local Visalia economy through direct operations and indirect, third-
2 party expenditures. The loss of the Rawhide team would have a significant impact on jobs and
3 economic activity in the Visalia community.

4 **PARTIES**

5 5. Defendant/Cross-Complainant FIRST PITCH is, and at all times relevant herein was,
6 a Delaware Limited Liability Company, registered to do business in California, and doing business
7 in the County of Tulare, State of California.

8 6. Plaintiff/Cross-Defendant CITY is, and at all times relevant herein was, a public
9 entity under the laws of the State of California.

10 7. The true names or capacities of the Cross-Defendants sued herein as ROES 1 through
11 50, inclusive, (collectively the "Roe defendants"), are unknown to Cross-Complainant who therefore
12 sues these Roe defendants by such fictitious names. Cross-Complainant, upon information and
13 belief, alleges that each of the fictitiously named Cross-Defendants is responsible in some manner
14 for the occurrences herein alleged. Cross-Complainant will amend this Cross-Complaint to show
15 the true names and capacities of such Cross-Defendants when the same have been ascertained
16 together with the appropriate charging allegations.

17 8. Cross-Complainant, upon information and belief, alleges that at all relevant times
18 herein, the Cross-Defendants, and each of them, were the agents, servants, employees,
19 representatives, partners, joint ventures, and/or alter egos of each of the remaining Cross-
20 Defendants, and in doing the things hereinafter alleged, was acting within the scope of his or her
21 authority as an agent, servant, employee, representative, and alter ego, with the knowledge,
22 permission, consent, servitude, conspiracy, concert of action, joint venture, and ratification of the
23 remaining Cross-Defendants.

24 **JURISDICTION AND VENUE**

25 9. Jurisdiction and venue are appropriate in this court because Tulare County,
26 California is the county where the contract was made and was to be performed. (See Cal. Code Civ.
27 Proc. §395 ["If the action is for injury to ... personal property ... from wrongful act or negligence,
28 the superior court in.. the county where the injury occurs ... is a proper court for the trial of the

1 action.”]; see also Cal. Code Civ. Proc. §395.5 [“A corporation or association may be sued in the
2 county where the contract is made or is to be performed, or where the obligation or liability arises,
3 or the breach occurs...”].) Moreover, the claims set forth in the Cross-Complaint arise from, relate
4 directly to, and involve largely the same information, as the CITY’s matter before the Court.

5 **GENERAL FACTUAL ALLEGATIONS**

6 10. This litigation arises from a dispute between FIRST PITCH dba Visalia Rawhide
7 (“Rawhide”) and the CITY relating to the Lease entered into between the Rawhide and the CITY in
8 November of 2019. (Attached hereto as Exhibit “A” is a true and correct copy of the Lease.)¹ Central
9 to this dispute is the CITY’s refusal to comply with its Lease obligations to pay for renovations to
10 the Rawhide Stadium, or Valley Strong Ballpark (hereinafter “Rawhide Stadium”)² mandated by
11 Major League Baseball, risking the future of baseball in Visalia.

12 11. Specifically, Section 2 of the Lease provides that:

13 “Lessor, throughout the Term (hereinafter defined),⁹ shall provide a facility on the
14 Premises that complies with all aspects of Major League Rule 58, establishing
15 “Standards for Minor League Playing Facilities (a copy of which is attached
16 hereto as Exhibit B) or as the same may be amended during the Term
17 (hereinafter, the “Facility Standards”), said Facility Standards being
18 incorporated herein by reference. Acceptable areas of non-compliance must first
19 be agreed upon by both Lessee and Lessee’s MLB affiliate and all applicable baseball
20 governing bodies (collectively, the “Baseball Authorities”). Lessor agrees that if
21 additional renovations are necessary during the term, then Lessor shall be
22 responsible for the cost of those renovations, up to the additional Annual
23 Contribution of \$200,000 described in Section 13(b) per year during the Term in
24 maintenance or repairs of the Premises; *provided, however*, that if the Baseball
25 Authorities institute new mandates following the expiration of the current
26

23 ¹ The City included a document as Attachment 1 to its complaint, which the City claimed was signed
24 by Elliott Sigal on behalf of First Pitch on December 31, 2019, and was a true and correct copy of
25 the operative lease. The City is wrong on all counts – Elliott did not sign Attachment 1, it was not
26 dated December 31, 2019, and it does not control the contract obligations between First Pitch and
the City.

27 ² The stadium, located in downtown Visalia, is named Valley Strong Ballpark. For ease of reference
28 and clarity, this Cross-Complaint refers to the stadium by its unofficial name, Rawhide Stadium,
and no disrespect is intended.

1 Professional Baseball Agreement ("PBA") requiring new construction projects
2 that are not improvements of the existing Premises, Lessor and Lessee agree to
3 negotiate in good faith regarding their respective responsibilities with respect to
4 the cost of such new construction projects. Lessee acknowledges its obligations
5 with respect to routine maintenance as provided in this Lease Agreement. Lessor
6 represents and warrants that the Premises are in compliance with the Facility
7 Standards as of the Effective Date except as set forth in the 2018 Facility Report
8 prepared by Gould Evans Associates, LC, a copy of which is attached hereto as
9 Exhibit C and incorporated herein by reference." (Lease §2 (emphasis added).)

8 **Longstanding History Of Rawhide Baseball In Visalia**

9 12. Since its inception in 1946, Visalia's Minor League³ baseball team has been a
10 cornerstone of the Visalia community. The Rawhide team provides affordable family-friendly
11 entertainment for the residents of Visalia, and frequently hosts regular season high school baseball
12 games. Residents of all ages flock to Rawhide Stadium to enjoy the amenities of the local ballpark
13 and to watch up-and-coming baseball players compete with the hopes of making it to the Major
14 Leagues. The Visalia community has had the privilege of watching a number of legendary baseball
15 players take the field at Rawhide Stadium, including Hall of Fame player Kirby Puckett, famous
16 pitchers Barry Zito and Max Scherzer, and Golden Glove winner Paul Goldschmidt.

17 13. Rawhide Stadium has served as the Rawhide's home since the team's first home
18 game in 1946. Rawhide Stadium is iconic and has been featured in several iconic baseball movies,
19 including *Bull Durham* and *Moneyball*. Not only is Rawhide Stadium an iconic landmark, but it
20 also plays host to many community and local events.

21 **The Impact of Rawhide Baseball on the Visalia Community**

22 14. The Rawhide confer significant benefit to the Visalia community. The team partners
23 with many local businesses for various events and gatherings at the ballpark, as well as with
24 numerous community and non-profit organizations to provide services and outreach throughout
25 Tulare County. Family Services of Tulare County, The Source LGBTQ+ Center, A Combat
26

27 ³ The team has had various names since its inception, but since 2009 has been called the Visalia
28 Rawhide. For ease of reference, this Cross-Complaint refers to the team as "Rawhide" throughout.

1 Veteran's Hope, various little leagues, local schools, the Alzheimer's Association, Happy Trails
2 Riding Academy, and many more local charities and community organizations benefit from the
3 Rawhide's outreach. In addition, individual staff members sit on non-profit boards and contribute
4 their time to better the Visalia community. Over the past seventy-five years, the ballclub has
5 cemented itself as a unique and foundational piece of the Visalia community. The Rawhide
6 recognizes its role within the community and strives to continuously have a positive impact on
7 Visalia residents and businesses.

8 15. The Rawhide's contribution to the Visalia community goes far beyond these
9 significant, subjective community benefits. The Rawhide delivers substantial direct and indirect
10 financial benefits to the City. The Rawhide organization employs 12 fulltime equivalent employees
11 year-round and, during the April to September baseball season, the club employs up to an additional
12 100 people during each game. Sales of tickets and concessions are taxed by the City. Rawhide
13 players and coaches live and spend money in Visalia. Visiting teams house coaches and players in
14 Visalia hotels and they dine at Visalia restaurants. A full Minor League season consists of 66 home
15 games, multiplying the revenue generated across the entire season.

16 16. The Rawhide contribution to Visalia is quantifiable. An economic impact study
17 concluded that the Rawhide contributes \$4,600,000 annually to the local economy and generates
18 around \$75,000 in local tax revenue annually. This economic activity generated by the Rawhide
19 supports an estimated 68 full and part time jobs and support \$1,650,000 annually in wages and
20 benefits associated with those jobs. Should the Facility Standards improvements ultimately be
21 constructed pursuant to the requirements of the MLB and consistent with the terms of the Lease,
22 such improvements are estimated to generate, on a one- time basis, \$2,180,000 in indirect and
23 induced spending and \$5,700,000 of direct spending for a total economic output of \$7,880,000. All
24 in the Tulare community.

25 17. Not only does the Rawhide generate significant economic activity for the
26 community, but the Sigal Family personally contributes at least \$25,000 annually to local causes,
27 including Food Link of Tulare County, Visalia Rescue Mission, the Boys & Girls Clubs of the
28 Sequoias, and Kaweah Delta Hospital.

1 18. In contrast, on information and belief, an empty Rawhide Stadium would cost the
2 CITY approximately \$300,000 in yearly maintenance-related costs alone – with no economic
3 benefit to the CITY and the community.

4 **The Sigal Family Commits To The Rawhide With A Vision Of Expanding the Rawhide's**
5 **Partnership With The Visalia Community**

6 19. FIRST PITCH is a family-owned business that was organized with the intent to
7 purchase the Rawhide team. FIRST PITCH is co-owned by, Sam Sigal, a former minor league
8 broadcaster, and his father, Elliott Sigal, M.D., a physician-scientist and retired medical researcher.
9 Sam Sigal serves as the President of the Rawhide and Elliott Sigal serves as the managing member
10 of FIRST PITCH.

11 20. Before deciding to purchase the Rawhide, the Sigal Family spent two-and-a-half
12 years searching for a Minor League team and community that fit their vision. After extensive
13 evaluations of over ten teams and the respective communities, the Sigal Family selected Visalia and
14 the Rawhide. Components of the Sigal Family's decision were: (a) the local community's
15 connection with the team, and (b) the opportunity Visalia offered for the Sigal Family to connect
16 with the community in a meaningful way. Visalia fit perfectly for the Sigal Family. Sam Sigal
17 moved to Visalia, purchased a home and continues to reside in the community. The Sigal Family
18 wanted to take a hands-on approach to the Rawhide, recognizing its importance to the Visalia
19 community, rather than just assuming an absentee management role from afar.

20 21. While some purchasers of Minor League teams invest in baseball for an annual return
21 on their investments, the reality is that the economics of Minor League baseball make a consistent
22 annual return rare. The Sigal Family, recognizing the unique connection between Visalia and the
23 Rawhide, hoped to contribute to both the team and the community over the long term, thereby
24 building a future in Visalia.

25 22. In a world of short-term affiliate agreements where other Central Valley teams have
26 had to work to replace MLB affiliates every few years, the Rawhide's fifteen-year affiliation with
27 the Diamondbacks has set a benchmark for longevity in Visalia. Since becoming President of the
28 Rawhide, Sam Sigal has worked extensively to foster direct and personal relationships with both the

1 MLB and the Diamondbacks to work to ensure that the Rawhide affiliate relationships continue long
2 into the future.

3 **The City and First Pitch Enter Into An Extended Lease Agreement for Rawhide Stadium**

4 23. As the Sigal Family was interested in building a legacy and continuing the
5 longstanding tradition of the Rawhide, the Sigal Family conducted extensive due diligence prior to
6 and during the negotiations to purchase the Rawhide.

7 24. This due diligence relied heavily on Lease provisions that provided FIRST PITCH
8 operational support from the CITY in the form of \$100,000 per year for utilities and the requirement
9 for the City to pay, upon FIRST PITCH's request, up to an additional \$200,000 per year *exclusively*
10 for fan improvements to the ballpark ("Annual Contribution"). Among the important Lease
11 provisions was the City's obligation to bear financial responsibility for maintaining facility
12 standards, including the CITY's on-going obligation to ensure that Rawhide Stadium, which is
13 owned by the CITY, is in compliance, at all times, with MLB Facility Standards.

14 25. Importantly, FIRST PITCH did not negotiate the Lease—the CITY and the prior
15 owner did. Instead, FIRST PITCH analyzed the Lease terms, the economic impact and financial
16 viability, and ultimately asked the CITY to extend the term to 10 years. Following FIRST PITCH's
17 request to the extend the term, the CITY Council affirmatively voted to extend the Lease in the Fall
18 of 2019. After months of thorough due diligence and investigation by FIRST PITCH, on or about
19 November 19, 2019, Elliott Sigal executed the Lease with the City on behalf of FIRST PITCH.
20 Shortly thereafter, FIRST PITCH closed the deal on the Rawhide in January of 2020.

21 26. The Lease contains an attorneys' fee provision, which provides:

22 "Should any litigation be commenced between the Parties to this Lease Agreement,
23 concerning the Premises, this Lease Agreement, or the rights and duties of either in
24 relation thereto, the Party prevailing in that litigation shall be entitled, in addition to
any other relief that may be granted in that litigation, to a reasonable sum as and for
that Party's attorneys' fees." (Lease § 20)

25 **The City Fails To Meet Its Obligations Under The Lease And Refuses To Provide A MLB**
26 **Compliant Stadium– Risking The Loss Of Rawhide Baseball**

27 27. The plain, unequivocal language of Section 2 of the Lease set forth above, signed by
28 the CITY and by FIRST PITCH, obligates the CITY to provide a facility compliant with MLB

1 Facility Standards “at all times” during the term of the Lease. This obligation includes amended or
2 modified Facility Standards as set forth by MLB. As a result of this obligation, the CITY must pay
3 for all improvements, renovations or other projects necessary to keep Rawhide Stadium in
4 compliance with MLB Facility Standards.

5 28. Minor League teams have always had a license with baseball authorities. In 2020,
6 the MLB took over the Minor League (MiLB), eliminating 43 teams nationwide, and prior to the
7 2021 season, MLB amended the Facility Standards for minor league ballparks. The MLB License
8 (“License”) currently requires that, by the start of the 2023 season, the Rawhide play in a stadium
9 that meets these amended Facility Standards.

10 29. Beginning with the 2023 season, the compliance threshold for the Rawhide, and all
11 MiLB teams, is 30 points. If a team has an aggregate point total that meets or exceeds the limit
12 applicable to that season, the team is considered out of compliance with MLB Facility Standards.
13 The compliance threshold for the 2024 and 2025 seasons decreases to 20 and 10 points, respectively,
14 increasing compliance requirements with each season.

15 30. If the renovations at issue in this dispute are not completed by the beginning of the
16 2023 season, MLB could deem the Rawhide non-compliant. Currently, the Rawhide have over 200
17 points and are non-compliant. The repercussions of non-compliance could include the imposition of
18 fines as well as the termination of the MLB License, ending the decades of Minor League baseball
19 in Visalia, eliminating the Rawhide’s financial and community benefit to the local community, and
20 erasing the Sigal Family’s substantial investment in the community.

21 31. Central to the MLB’s takeover of the MiLB was the desire to remedy decades of
22 neglect to the working environment for MiLB players. After consolidating the leagues, MLB raised
23 player salaries and allowed formation of a union for minor leaguers. Concurrently, MLB sought to
24 rectify MiLB’s failure to enforce Facility Standards on stadium owners, whereby for decades, MiLB
25 players (and umpires) played in neglected, potentially unsafe facilities that resulted from MiLB
26 allowing stadium owners to defer renovations and repair needed to protect the players and umpires.
27 MLB addressed these inadequacies by amending their Facility Standards, which was formerly Rule
28 58 in the Major League Rule Book, but has now been renumbered and listed as Rule 27.

1 32. Despite the City’s claims in its Complaint that it has spent significant sums of money
2 on the Rawhide Stadium in the last 10 years, the reality is that Rawhide Stadium is one of the
3 facilities that compromised the Facility Standards for decades. While there have been some stadium
4 improvement projects—these renovations almost exclusively were related to “fan improvements,”
5 including the improvement of the Hall of Fame Club, and other fan areas. As a result, Rawhide
6 Stadium has subpar player facilities, which MLB is demanding be remediated. Most of the
7 renovations completed by the CITY occurred more than a decade ago, and some of the player
8 facilities date back to the 1970’s or earlier and have significant deferred maintenance issues.

9 33. To be clear, neither the Sigal Family nor FIRST PITCH receive any financial benefit
10 from the MLB’s unilateral imposition of the amended Facility Standards which focus on player
11 health and safety. The Facility Standards better protect minor league players, trainers and coaches.
12 They do nothing that will directly or indirectly increase team revenue.

13 34. On December 22, 2020, prior to any formal adoption of the amended Facility
14 Standards by the MLB, Elliott wrote to the then Visalia City Manager (“Former City Manager”)
15 about the changes to MiLB precipitated by MLB’s takeover. Elliott informed the Former City
16 Manager about anticipated amendments to the MLB’s required Facility Standards relating to Minor
17 League affiliates and the need for compliance. FIRST PITCH wanted to keep the dialogue open
18 with the CITY so that the parties could be ready to discuss any compliance changes included in the
19 licensing agreements being implemented by the MLB. In fact, FIRST PITCH specifically raised the
20 possibility that the MLB could require changes to the lighting and clubhouse at Rawhide Stadium
21 as part of the new MiLB licensing agreements.

22 35. In addition to Elliott’s communications with the Former City Manager, Sam Sigal
23 likewise talked to the current City Manager, who at the time was the Assistant City Manager, on
24 multiple occasions in December of 2020 about the potential for changes in the MiLB, including
25 changes in affiliate compliance requirements. To say that the CITY was not informed prior to the
26 MLB adopting revised licensing agreements and amending its Facility Standards is simply untrue.

27 36. When FIRST PITCH was first notified of the amended MLB Facility Standards
28 required for minor league ballparks, FIRST PITCH promptly alerted the CITY of the amended

1 Facility Standards adopted by the MLB. Shortly thereafter, in or around March of 2021, FIRST
2 PITCH provided the CITY with the final, amended Facility Standards distributed by MLB. FIRST
3 PITCH shared the revised Facility Standards in an effort to trigger discussions with the CITY about
4 what the MLB was requiring and how the parties could work together to comply with the revised
5 Facility Standards.

6 37. Despite the clear language of the Lease, the CITY now insists that the Lease, drafted
7 by the CITY's own counsel, imposes little financial obligation on the CITY. In attempting to avoid
8 its obligations, the CITY is now arguing that any contributions to the Rawhide facilities, including
9 projects required for the CITY-owned Rawhide Stadium to be in compliance with MLB Facility
10 Standards, are actually capped at \$200,000. In short, the CITY insists that the only real requirement
11 for Facility Standards contributions by the CITY is the Annual Contribution of \$200,000 for "fan
12 improvements," which is clearly belied by the plain language of the Lease.

13 38. Even during the COVID-19 pandemic, which struck just months after the Sigal
14 Family purchased the Rawhide, and shuttered the 2020 season and truncated the 2021 season, the
15 Sigal Family remained unwavering in their commitment to both the Rawhide and the community.

16 39. During the 2020 and 2021 seasons, the Rawhide suffered significant financial losses.
17 Nevertheless, staffing was maintained to be good stewards of the facility and to keep the playing
18 field up to standards. The ballpark was dutifully attended to and staff volunteered their time at the
19 ballpark to assist in delivering food to the elderly and the compromised in the Community. In
20 addition, the Sigal Family gave a donation that catalyzed the Healthy Harvest Program of Tulare
21 County to assist in testing and quarantine of affected farm workers. Luckily, due to dedicated
22 Visalians and Rawhide fans who supported the Rawhide during the 2021 and 2022 seasons, the team
23 survived and current projections show the team near, or at, breakeven levels.

24 40. Despite the history of professional baseball in Visalia, the multi-million dollars of
25 economic activity the Rawhide contributes to the Visalia economy, and the Sigal Family's past,
26 current, and future investment in the Visalia community, the CITY's current message to FIRST
27 PITCH and the Rawhide is one of indifference and apathy. CITY officials attempt to avoid their
28 legal responsibilities by denying the CITY's legal obligations under the Lease. To do so, the City

1 seeks to convince the community that it, the government, is being helplessly bullied by one of its
2 local businesses, trying to characterize the Sigal Family as greedy outsiders trying to milk the
3 taxpayers through “demands” that have never been made. Critically, this Lease dispute risks the
4 existence of the Rawhide in Visalia. While the City Manager claims she does not care about losing
5 the Rawhide team– should the Rawhide team lose its affiliate status, not only would the local
6 community lose millions in funds generated by the ballpark, but it would also lose a piece of
7 longstanding Visalia history.

8 **First Pitch Attempted To Negotiate With The City In Good Faith To Resolve The Dispute**
9 **And Save Rawhide Baseball**

10 41. Although the CITY staked out its position early on and refused to admit its
11 obligations under the Lease, initially, FIRST PITCH remained hopeful that it could work with the
12 CITY to achieve a mutually beneficial resolution that ensured the longevity of Rawhide baseball.

13 42. Since receiving notice from the MLB that it was implementing these amended
14 Facility Standards, FIRST PITCH has worked tirelessly and in good faith to reach an agreement
15 with the CITY so as to ensure the continued operations of Rawhide baseball. At no time has FIRST
16 PITCH ever asked for a blank check or for limitless spending by the CITY. In fact, despite the CITY
17 steadfastly asserting that it will contribute nothing over \$200,000 to these MLB Facility Standards
18 projects, FIRST PITCH continued to try to reach a reasonable and practical resolution.

19 43. Following FIRST PITCH’s notification to the CITY of the revised MLB Facility
20 Standards the CITY requested that FIRST PITCH work with an independent third party to complete
21 an audit with the goal of identifying the projects, and associated costs, required to achieve
22 compliance with the MLB Facility Standards. Although the CITY was obligated to pay for this audit,
23 FIRST PITCH, as a gesture of good faith, paid for the audit by Larimer Design (“Larimer Audit”),
24 who was the architect of record for the last stadium renovation. The initial estimate of the cost of
25 work required to become compliant was \$10 million dollars but FIRST PITCH was determined to
26 find more cost-effective solutions.

27 44. First Pitch was hopeful that the willingness to engage with the Larimer audit was a
28 sign that the CITY was open to working with FIRST PITCH in order to try to reach a reasonable

1 resolution. Unfortunately, the CITY has, over the last year, continued to double down on its position
2 that the CITY has no obligation to pay for Facility Standards renovations above its Annual
3 Contribution of \$200,000.

4 45. In September of 2021, the MLB, using its own advisory firm EwingCole, performed
5 an audit of the Rawhide Stadium, as it did for all 120 affiliate teams following the commencement
6 of the Licensing agreement. This MLB audit essentially confirmed the findings of the Larimer
7 Audit, which identified various required projects, including expansion of clubhouses for home and
8 visiting teams, as well as expansion and renovation of associated training, office and player dining
9 facilities. The MLB audit also confirmed that changes to the lighting for the field and a new outfield
10 fence were required.

11 46. Not only did the MLB audit conclude that Rawhide Stadium was deficient, but also
12 issued 202 non-compliance demerits. A failure to remedy these demerits could ultimately result in
13 serious fines and a loss of the team.

14 47. It was not until December of 2021, nearly six months after the Larimer Audit, that
15 the CITY finally agreed to meet with FIRST PITCH, despite FIRST PITCH repeatedly asking to
16 meet with the CITY. At the December 2021 meeting, FIRST PITCH, again acting in good faith,
17 recommended addressing the long-standing issues of the lighting and safety surrounding the
18 outdated outfield wall, leaving the remaining issues to be addressed after further discussion between
19 the CITY and FIRST PITCH. FIRST PITCH also proposed a collaboration with City engineers
20 and MLB to find cost-effective ways to reduce the \$10 million dollar estimate to bring the Stadium
21 into compliance.

22 48. Two weeks later, the CITY agreed to a follow-up meeting via Zoom. The CITY
23 Manager was steadfast that the CITY was not going to pay more than \$200,000 per year. *Even when*
24 *confronted with the reality that the CITY could lose the Rawhide team, the CITY Manager indicated*
25 *that the loss, though not ideal, was acceptable to the CITY.* The City Manager then told FIRST
26 PITCH to sue the CITY if it felt the CITY was obligated to pay more money towards the Facility
27 Standards improvements.

28 49. Despite the City Manager inviting legal action, from February of 2022 up through

1 July of 2022, FIRST PITCH continued to propose that the parties collaborate to come up with cost-
2 efficient solutions for the CITY. However, these efforts by FIRST PITCH did not prove fruitful.

3 50. In July of 2022, after efforts to reach a resolution failed, FIRST PITCH submitted a
4 mediation demand to the CITY, pursuant to the terms of the Lease. FIRST PITCH hoped that a
5 formal mediation would allow both parties to come to the table in good faith and negotiate a solution.

6 51. The mediation demand led to further negotiation and a mediation in November of
7 2022, but both proved unsuccessful, with the CITY refusing to recognize its responsibilities under
8 the Lease and attempting to shift the costs and burdens of providing an MLB compliant stadium for
9 the Rawhide to FIRST PITCH.

10 52. On or about December 22, 2022, the CITY filed its Complaint for Declaratory Relief
11 against FIRST PITCH, unfortunately using the opportunity to air many alleged, and misplaced,
12 grievances against FIRST PITCH and the Sigal Family. These confusing and inaccurate grievances
13 distract from the central issue, the CITY's clear obligations under the Lease, which unequivocally
14 requires the CITY to provide a facility for the Rawhide that complies with MLB's Facility
15 Standards.

16 CAUSE OF ACTION

17 **(Declaratory Relief Against All Defendants)**

18 53. Cross-Complainant re-alleges and incorporates by reference the entirety of the
19 allegations set forth in paragraphs 1 through 52 above as though fully set forth herein.

20 54. Declaratory relief is appropriate under California Code of Civil Procedure section
21 1060.

22 55. An actual controversy presently exists between FIRST PITCH and the CITY
23 concerning the CITY's rights and duties owed to the Cross-Complainant FIRST PITCH pursuant to
24 the written Lease signed on or about November 19, 2019, as discussed more fully above and
25 incorporated by reference as if set forth in full herein.

26 56. Cross-Complainant asserts that Cross-Defendants are failing to perform their duties
27 and obligations as required under the Lease. Cross-Defendants deny that any such obligations are
28 required under the terms of the Lease.

1 57. Cross-Complainants request a judicial determination of the rights and duties the
2 Cross-Defendants owe to Cross-Complainant, including an Order declaring the following:

3 A. Cross-Defendants, under the Lease, are obligated to provide a stadium
4 compliant with MLB Facility Standards, including the payment of any necessary projects,
5 renovations, and improvements so as to bring Rawhide Stadium into compliance with MLB Facility
6 Standards.

7 58. A judicial determination is necessary and appropriate at this time in order to
8 determine the respective rights and duties of the parties under the Lease.

9 59. Furthermore, there is a substantial danger that Cross-Defendants' failure to perform
10 under the terms of the Lease will cause irreparable injury to Cross-Complainants, as the MLB may
11 terminate the License and affiliation of Rawhide baseball.

12 60. There is no other adequate remedy available to resolve this controversy between the
13 parties.

14 61. The Lease provides for attorneys' fees and legal expenses incurred in connection
15 with litigation relating to the Lease, including litigation concerning the rights and duties of the
16 parties to the Lease. Specifically, Section 20 of the Lease provides:

17 "Should any litigation be commenced between the Parties to this
18 Lease Agreement, concerning the Premises, this Lease Agreement, or
19 the rights and duties of either in relation thereto, the Party prevailing
20 in that litigation shall be entitled, in addition to any other relief that
may be granted in that litigation, to a reasonable sum as and for that
Party's attorneys' fees."

21 62. By way of the CITY's litigation concerning the terms of the Lease, this provision has
22 been triggered, thereby invoking FIRST PITCH's right to recover its attorneys' fees. FIRST PITCH
23 has retained the services of McCormick Barstow LLP to represent it in this action.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Cross-Complainant prays for judgment as follows:

26 1. For an order declaring that Cross-Defendants, under the Lease, are obligated to
27 provide a stadium compliant with MLB Facility Standards, including the payment of any necessary
28 projects, renovations, and improvements so as to bring Rawhide Stadium into compliance with MLB

1 Facility Standards;

2 2. For an order compelling Cross-Defendants to comply with the terms of the Lease,
3 including the payment of any necessary projects, renovations, and improvements so as to bring
4 Rawhide stadium into compliance with MLB Facility Standards;

5 3. For reasonable attorneys' fees and costs in an amount to be proven at trial; and

6 4. For such other and further relief as the Court may deem proper.

7 Dated: February 6, 2023

McCORMICK, BARSTOW, SHEPPARD,
WAYTE & CARRUTH LLP

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By: 

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Todd Wynkoop

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Ella A. Moberg

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Attorneys for Defendant/Cross-Complainant FIRST
PITCH ENTERTAINMENT, LLC

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VERIFICATION

STATE OF CALIFORNIA)
)
COUNTY OF FRESNO) ss.

I, Elliott Sigal, declare:

I am the Manager of FIRST PITCH ENTERTAINMENT, LLC. dba the VISALIA RAWHIDE, a Delaware limited liability company, organized and existing under the laws of Delaware and registered to do business in the State of California, which is the Defendant and Cross-Complainant in the above-entitled action, and I have been authorized to make this verification on its behalf.

I have read the foregoing Verified Complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters which are therein stated on information and belief, and, as to those matters, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Carmel, California, on February⁶, 2023.

E. Sigal

Elliott Sigal, Manager

040439-000000 8895444.1

EXHIBIT “A”

**LEASE AGREEMENT
RECREATION BALLPARK**

This LEASE AGREEMENT (this "Lease Agreement"), effective as of the "Effective Date" as defined in Section 4 below, is by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter, "City" or "Lessor"), and FIRST PITCH ENTERTAINMENT LLC, a Delaware Limited Liability Company qualified to do business in California (hereinafter, "Lessee"). City and Lessee may each be referred to herein individually as a "Party" and may be referred to herein collectively as the "Parties."

RECITALS

WHEREAS, City owns Recreation Ballpark, the baseball stadium and associated stadium improvements, as defined more fully herein below (hereinafter, the "Premises"); and

WHEREAS, Lessee anticipates acquiring ownership of the professional baseball team known as the Visalia Rawhide, and desires to secure the right to occupy the Premises for the next 10 years for the purpose of conducting professional baseball team activities including hosting games open to the paying public, on the same terms and conditions made available to the prior owner of the Visalia Rawhide team;

WHEREAS, Lessee anticipates securing the cancellation of the lease between the City and the prior owner of the Visalia Rawhide team, such cancellation being subject to execution of this Lease Agreement; and

NOW THEREFORE, for the consideration described herein and performance of the covenants and conditions to be performed by Lessee under this Lease Agreement, Lessor agrees to lease the Premises to Lessee, and Lessee agrees to lease the Premises from Lessor, on the terms and conditions set forth below.

1. PREMISES

Except as expressly provided to the contrary in this Lease Agreement, references to "Premises" shall mean the land described in the attached Exhibit A, which is incorporated herein by this reference, plus any described appurtenances, including any improvements now or hereafter, located on the premises, without regard to whether ownership of the improvements is in Lessor or in Lessee. The Premises includes the entire office complex facing Giddings Avenue at Recreation Ballpark and, as stated herein, Lessee shall have the right to sublease this area and all revenue derived from the use of the Premises, including the sublease of any office space, shall be retained by Lessee. City acknowledges that, as of the Effective Date, it has no other tenants in the office area. The Premises shall include the parking lot highlighted in Exhibit A, which parking lot Lessee shall have the right to use for all events at the Premises. Lessee shall also have the right to use all other public parking lots currently provided for all events at the Premises whether or not included in Exhibit A.

2. FACILITY STANDARDS

Lessor, throughout the Term (hereinafter defined), shall provide a facility on the Premises that complies with all aspects of Major League Rule 58, establishing "Standards for Minor League Playing Facilities" (a copy of which is attached hereto as Exhibit B) or as the same may be amended during the Term (hereinafter, the "Facility Standards"), said Facility Standards being incorporated herein by reference. Acceptable areas of non-compliance must first be agreed upon by both Lessee and Lessee's MLB affiliate and all applicable baseball governing bodies (collectively, the "Baseball Authorities"). Lessor agrees that if additional renovations are necessary during the Term, then Lessor shall be responsible for the cost of those renovations, up to the Annual Contribution of \$200,000 described in Section 13(b) per year during the Term, in addition to all other Lessor obligations under this Lease Agreement concerning major maintenance or repairs of the Premises; *provided, however*, that if the Baseball Authorities institute new mandates following the expiration of the current Professional Baseball Agreement ("PBA") requiring new construction projects that are not improvements to the existing Premises, Lessor and Lessee agree to negotiate in good faith regarding their respective responsibilities with respect to the cost of such new construction projects. Lessee acknowledges its obligations with respect to routine maintenance as provided in this Lease Agreement. Lessor represents and warrants that the Premises are in compliance with the Facility Standards as of the Effective Date except as set forth in the 2018 Facility Report prepared by Gould Evans Associates, LC, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

3. OWNERSHIP OF IMPROVEMENTS

Upon expiration or termination of this Lease Agreement, any and all fixtures as defined in the California Civil Code that are built into the Premises shall become the sole property of Lessor unless otherwise authorized by the Lessor. Personal property not fixtures shall remain the property of Lessee.

4. TERM OF LEASE

The term of this Lease Agreement (the "Term") shall be for a period of ten (10) years, commencing as of the Effective Date and terminating December 31, 2029 (the "Expiration Date"). Lessee shall provide notice and evidence of the closing of its acquisition of the Visalia Rawhide and the cancellation of the prior lease with Lessee's predecessor within five business days of the closing, and the Effective Date of this Lease Agreement shall be defined as the date of closing as provided in such notice.

5. BASEBALL SCHEDULE

At the beginning of each calendar year or as soon thereafter as reasonably practicable, Lessee shall provide Lessor with its California League baseball schedule. Lessor understands and agrees that changes to the schedule may be made by either the California League or by the National Association of Professional Baseball Leagues, Inc. ("NAPBL" or "Minor League Baseball"), which are beyond the control of Lessee. Lessee shall have exclusive right to control and manage the use of the Premises during each year of the Term and the scheduling of California League games shall have first priority.

6. CITY RESPONSIBILITIES

- a. City shall maintain responsibility for utility costs, which include electricity, natural gas, water, sewer, and trash. These accounts shall remain in the name of the City of Visalia during the Term. City shall also be responsible for contracting directly or reimbursing Lessee, as stated below, for following items: the annual costs incurred with AT&T (or alternative carrier if necessary) for the telephone lines necessary for the security system, alarm, and elevator; one annual deep cleaning of the Premises; annual service to fire extinguishers and hood systems; annual service costs and monitoring agreement for the alarm on the Premises with STOP Alarm, or alternative alarm company if agreed upon by Lessor and Lessee; and security for the public parking lots during all events conducted at the Premises if deemed necessary by Lessee. Any of the foregoing costs paid for by Lessee after January 1, 2020, shall be reimbursed in due course by Lessor; *provided, however*, that the total maximum amount for which City will be responsible in any calendar year under this Section 6(a) shall not exceed \$100,000 (subject to the terms of the final sentence of this Section 6(a)) and any amount in excess of \$100,000 (subject to the terms of the final sentence of this Section 6(a)) shall be the sole responsibility of Lessee. Any reimbursements under this Section 6(a) shall be based on invoices showing the amount paid and the specific service provided or item that was paid for. Lessee acknowledges that it is responsible for all costs, including utilities, once City pays \$100,000 annually under this Section 6(a). If City overpays in any year, then Lessor may adjust the payments due for the following year or request reimbursement from Lessee. Disputed amounts may be contested by Lessee under the terms of this Agreement.
- b. City shall be responsible for the "Major Maintenance" of the Premises, which shall be defined as, but shall not be limited to, maintenance, repair, and replacement of main systems on the Premises; which shall include, but not be limited to, the HVAC units and all HVAC ducting located on the Premises; the elevator located on the Premises, the roof of each building located on the Premises; repairs, including resurfacing of the paved parking areas contained on the Premises if necessary, significant maintenance, repairs or improvements to the electrical, plumbing or other systems, consisting of work valued at over \$2,500.00; and all other items determined by the Parties to be "Major Maintenance" of the Premises. Lessee shall be responsible for all other costs of maintaining and operating the Premises, as stated below in Section 8(d). All Major Maintenance repairs by City must be conducted solely by City, in a timely fashion, and approved by City and Lessee, so as not to disturb the playing of baseball games, in writing in advance of any work being conducted on the Premises. City and Lessee shall endeavor to itemize City's responsibilities and Lessee's responsibilities in the attached Exhibit D, which is incorporated herein by this reference.
- c. City shall be responsible for any and all real property taxes and assessments levied or assessed against the Premises by any governmental entity before they become delinquent (excluding any taxes or assessments imposed on personal property or fixtures owned or installed by Lessee under the terms of this Lease Agreement). Any assessments imposed for unpaid administrative fines or cost recovery actions against

Lessee shall be the sole responsibility of Lessee.

7. NAMING RIGHTS

- a. Lessee shall have the exclusive right to pursue a naming rights sponsor for the Premises. Lessee has no right to enter into a naming rights agreement for the Premises without the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Any proposed naming rights agreement shall comply with all rules and regulations of the Baseball Authorities (collectively, the "Baseball Rules") and shall be in good taste.
- b. Lessee shall be entitled to retain all naming rights revenues.

8. USE OF PREMISES

- a. Lessee agrees to use the Premises exclusively in connection with the operation of (i) a minor league baseball facility, (ii) other special events that can take place in an outdoor stadium and (iii) other events as mutually agreed by Lessor and Lessee. Any third party event being conducted at the Premises shall be required to maintain insurance naming the City of Visalia in an amount subject to the approval of the City of Visalia Risk Management department and shall also comply with the City of Visalia Special Events Ordinance, Visalia Municipal Code Chapter 12.48 by obtaining a special events permit prior to the event. Lessee shall be responsible for any damages to the Premises resulting from the use by Lessee.
- b. Lessor shall have the right to access all facilities on the Premises at all times during the Term.
- c. Lessee shall take reasonable steps to ensure that all activities on the Premises, including any third party utilizing the Premises for a special event, shall comply with all statutes, ordinances, regulations, and requirements of all governmental bodies, both federal and state, county or municipal relating to the use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted; *provided, however*, that Lessor shall undertake the obligations set forth in this Section 8(c) with respect to all City events at the Premises.
- d. Lessee shall be responsible for such other costs of operating and maintaining the Premises, including, but not limited to: (i) maintaining the baseball turf, including both the infield and outfield together with all other landscaping on the Premises; and (ii) cleaning and maintaining the concession stands, kitchen areas, bathrooms, and typical maintenance of the interior and exterior of all facilities that are not included in the category of "Major Maintenance" conducted by City as set forth in Section 6(b). Lessee's maintenance responsibilities include the removal of trash and/or graffiti from and around the Premises. As stated in Section 6(b), all Major Maintenance by City must be approved by City and Lessee, so as not to disturb the playing of baseball games, in writing and in advance of any work being conducted on the Premises.
- e. Lessee shall be solely responsible for all taxes, assessments, or other charges, levied or imposed by any government entity on the furniture, trade fixtures, equipment, and any other personal property placed by Lessee on or about the Premises.

9. CONDITION OF PREMISES

- a. Lessee acknowledges that it has had an opportunity to inspect the Premises to determine to what extent the Premises comply with all applicable building requirements. Lessor hereby notifies Lessee that a Certified Access Specialist (CASp) will inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state and federal law. Although state law does not require a CASp inspection of the Premises, a commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. If either Party seeks a CASp inspection, then the Parties shall mutually agree on the arrangements for the time and manner of a CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.
- b. Lessee accepts the Premises, as well as the improvements located thereon, in their present condition and, except for the items set forth in Exhibit E, which is incorporated herein by this reference, and in Exhibit C, represents to Lessor that the Premises and improvements thereon are in a good, clean, safe and tenantable condition as of the Effective Date. Lessee represents to Lessor that Lessee has inspected the Premises and has been assured by means independent of Lessor or any agent of Lessor of the truth of all facts material to this Lease Agreement.
- c. Lessor represents and warrants that the Premises are in substantial compliance with all applicable state, federal, county and municipal requirements for occupancy and use of the Premises as of the Effective Date or as of the date of the Initial Inspection (defined below in Section 12) if the Initial Inspection is conducted after the Effective Date.

10. NO PARTNERSHIP OR JOINT VENTURE

Nothing in this Lease Agreement shall be construed to render either Party in any way or purpose a partner, joint venturer, or associate in any relationship with the other Party other than that of lessor and lessee, nor shall this Lease Agreement be construed to authorize either Party to act as an agent for the other.

11. MAINTENANCE

Lessee shall be responsible for any baseball game or stadium rental related maintenance, excluding any Major Maintenance items as set forth in Section 6(b) or improvements specified in Section 2, including any set-up and clean-up.

12. INSPECTIONS

- a. At the commencement of this Lease Agreement, Lessor and Lessee shall perform a walk-through of grounds and buildings of the Premises to determine status of

maintenance and inventory (the "Initial Inspection"). The Initial Inspection and inventory will be documented and incorporated as part of this Lease Agreement by this reference.

- b. On or before April 1st of each year during the Term, Lessor and Lessee shall conduct an inspection of the facilities and all equipment owned by Lessor located on the Premises (each, an "Annual Inspection") for the purpose of assuring both Parties that each is conducting the maintenance required by this Lease Agreement, and that the Premises are in a condition comparable to the Annual Inspection conducted in the prior lease year. Lessor shall provide Lessee with reasonable advance notice of the proposed date and time of each Annual Inspection and shall attempt to minimize any disruption to Lessee's business.

13. ALTERATIONS AND IMPROVEMENTS

- a. Lessee shall have the right to make alterations and improvements to the Premises, provided that Lessee obtains the prior written approval of Lessor for any such alterations and improvements, which approval will not be unreasonably withheld, conditioned or delayed. Unless otherwise provided in writing, as stated below, the construction of any such alterations and improvements shall be solely at Lessee's cost and expense. Lessee shall not permit any claims, demands, or mechanics liens of any kind to be filed against Lessor or the Premises as a result of any work performed or failed to be performed, or materials furnished to the Premises at the request of the Lessee. Lessee shall indemnify and hold Lessor free and harmless from any such claims, demands, or liens which arise from said alterations and improvements. All such alterations and improvements shall be kept in good condition and repair and, unless otherwise provided in writing, all such alterations and improvements that are considered fixtures as defined in the California Civil Code shall become the property of Lessor upon the expiration or termination of this Lease Agreement, without right to reimbursement from Lessor to Lessee for such alterations and improvements unless otherwise agreed upon by Lessor.
- b. City shall contribute \$200,000 per calendar year during the Term for Lessee-directed discretionary alterations and improvements to the Premises that improve the fan experience (the "Annual Contribution"). The Annual Contribution shall be in addition to the Major Maintenance obligations under Section 6(b). This obligation is cumulative during the Term so that if an Annual Contribution is not fully expended in one year it carries over and adds to the following year entitlement, and if in any year the costs of such alterations and improvements exceed the Annual Contribution, the excess alterations and improvements shall apply to the following year's entitlement. Prior to receiving any funds from City, Lessee shall prepare a written proposal of the proposed alterations and improvements for approval by City, which shall not be unreasonably withheld, conditioned or delayed. For purposes of clarity and the avoidance of doubt, any non-approval by City shall not be based on City's desire not to make the contribution. Lessee acknowledges that if City is contributing more than a de minimis amount of funds for the construction of the alterations or improvements, then prevailing wage requirements will apply to the alterations or improvements.
- c. City's Annual Contributions shall be made on a calendar year basis and commence

with the 2020 calendar year, and continue through and including the 2029 calendar year. The Parties understand and agree that Lessee's predecessor did not make use of the 2019 calendar year Annual Contribution, and had intended to carry such 2019 calendar year Annual Contribution forward to the 2020 calendar year. City agrees that Lessee shall be provided credit for a full 2019 Annual Contribution in addition to the ten additional Annual Contributions provided by this Agreement, for a total of 11 Annual Contributions, which contributions are subject to the terms of this Paragraph 13 regarding approval of projects and other conditions. Each annual calendar year contribution may be available to Lessee at the beginning of the City's fiscal year, July 1, subject to City Council approval. For example, the 2021 annual contribution shall be available July 1, 2020 and the 2020 annual contribution shall be available on the Effective Date.

14. RIGHT TO ENCUMBER OR ASSIGN

Lessee may not assign this Lease Agreement without the written authorization of Lessor, which authorization shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that Lessor will not withhold its authorization if the assignee is a purchaser of the Visalia franchise approved by the California League and Minor League Baseball. As stated in Section 1, Lessee has the right to sublet sections of the office building or rent the Premises for special events under this Lease Agreement.

15. INDEMNIFICATION AND INSURANCE

- a. Lessee hereby agrees to indemnify and hold Lessor and its property, officers, agents, employees and assigns free and harmless from any and all liability, claims, loss, damages, or expenses (collectively, "Claims"), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be cause, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Lessee or of anyone acting under Lessee's direction or control or on its behalf, or any third party utilizing the Premises as a sublessee, in connection with or incident to, or arising out of Lessee's occupation and use of the Premises and in connection with, or incident to, or arising out of any act or work performed by or on behalf of Lessee under the terms of this Lease Agreement; *provided, however*, that any Claims caused by the act or omission of Lessor shall be excluded from the foregoing indemnity and Lessor shall indemnify and hold Lessee harmless from and against any such Claims.
- b. Without limiting Lessor's right to indemnification, it is agreed that Lessee shall secure, prior to commencing any activities under this Lease Agreement, and continue to maintain during the Term, insurance coverages set forth in the attached Exhibit F, which is incorporated herein by this reference. Within thirty (30) days of the execution of this Lease Agreement, Lessee shall deliver to Lessor insurance certificates confirming the existence of the insurance required by this Lease Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Lease Agreement, Lessee shall provide

Lessor endorsements to the above required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by Lessor, it shall be Lessee's responsibility to see that Lessor receives documentation acceptable to Lessor which proves that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, Lessor has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Lease Agreement. In addition to any other remedies Lessor may have, if Lessee fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Lessor may, at its sole option: (i) obtain such insurance and require the amount of the premiums for such insurance to be paid by Lessee; or (ii) terminate this Lease Agreement.

16. REASONABLE SECURITY/PROTECTION

Lessee shall provide at all home baseball games, at a level reasonably satisfactory to Lessor, sufficient security to ensure reasonable protection of the Premises.

17. DEFAULT

All covenants and agreements contained in this Lease Agreement are declared to be conditions to this Lease Agreement and to the Term. Should Lessee fail to perform any covenant, condition, or agreement contained in this Lease Agreement and the default is not cured within ten (10) days after written notice of the default is served on Lessee by Lessor, then Lessee shall be in default under this Lease Agreement; *provided, however*, that if the claimed default is incapable of being cured within such ten (10) day period, a longer cure period sufficient to allow for the cure shall be granted. The waiver by Lessor of any breach by Lessee of any of the provisions of the Lease Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee of either the same or a different provision of this Lease Agreement.

18. AGREEMENT NOT TO VACATE

- a. Lessee agrees that it will not vacate or abandon the Premises prior to the Expiration Date and that Lessee will at all times use the Premises for the purpose of operating a California League professional baseball team under normal California League schedule. Lessee will play all home games of the team at the Premises except in the event: (i) of rainouts that are not rescheduled by the California League; (ii) of a Force Majeure Event; or (iii) that the team is required by the Baseball Authorities to play a home game at a location other than the Premises. Lessee further agrees that it shall not move or attempt to move the team to another city or stadium during the Term, or in any other way fail to conduct a full season (except as set forth in the previous sentence) at the Premises throughout the Term. A failure by Lessee to materially comply with the terms of this Section 18(a) shall be considered a material breach of this Lease Agreement. Lessee will be deemed to be in breach of this Section 18(a) upon any of the following occurrences: (i) an affirmative statement in writing from

Lessee that Lessee intends to vacate the Premises and no longer operate a Class A minor league baseball team at the Premises; (ii) failure of Lessee to provide adequate assurances that it will not vacate the Premises after a request for such assurance is made by Lessor; or (iii) upon actual vacation or non-use of the Premises during the period April 1st through September 15th of any lease year during the Term.

- b. Breach of this Section 18 shall cause Lessee to be liable for the liquidated damages set forth below in Section 19(c).
- c. Notwithstanding the foregoing provisions of this Section 18, Lessee shall not be required to pay liquidated damages or other damages to Lessor if Lessee, without cause or neglect, loses its franchise rights to operate a team in the California League or in the event contraction or realignment of Minor League Baseball results in Lessee losing its right to operate a California League team. Further, Lessor agrees that in the following events it will suffer no financial damage and will not claim liquidated damages or other damages from Lessee: (i) Lessee retains its California League franchise and operates in a different location, but assigns this Lease Agreement to a third party who agrees to conduct a full season (except as set forth in Section 18(a) above) of California League professional baseball operations for the remainder of the Term at the Premises; or (ii) Lessee sells its California League franchise to a third party who accepts an assignment of this Lease Agreement and agrees to conduct full season (except as set forth in Section 18(a) above) Class A California League professional baseball operations for the remainder of the Term at the Premises; or (iii) in the event of reorganization by the California League or Minor League Baseball and Lessee relocates or sells its California League franchise to a third party who relocates Lessee's team to another site, but Lessee or a third party obtains another franchise from a different professional league, accepts assignment of this Lease Agreement and agrees to conduct a full season (except as set forth in Section 18(a) above) of professional baseball operations for the remainder of the Term at the Premises.

19. REMEDIES

- a. In the event Lessee fails to cure a material breach of this Lease Agreement during the applicable cure period, Lessor may terminate this Lease Agreement by written notice to Lessee. Lessor reserves the right to bring an action to recover any amount necessary to compensate Lessor for all actual damages proximately caused by Lessee's breach.
- b. In the event Lessor fails to cure a material breach of this Lease Agreement during the applicable cure period, Lessee may terminate this Lease Agreement by written notice to Lessor. Lessee reserves the right to bring an action to recover any amount necessary to compensate Lessee for all actual damages proximately caused by Lessor's breach.
- c. In the event Lessee fails to cure a material breach of Section 18 of this Lease Agreement, Lessor and Lessee agree that Lessor shall be entitled to damages of \$100,000.00 due upon the expiration of the applicable cure period, as defined in Section 18, such damages to be considered liquidated damages. The Parties expressly acknowledge and agree that damages that would accrue to City by virtue of the breach of Section 18 are impractical and extremely difficult to ascertain in advance

and that the liquidated damages provided by this Section 19(c) are a reasonable attempt to estimate such damages considering the nature of the circumstances. The Parties further acknowledge that such liquidated damages shall not be regarded as a penalty. It is the intent of the Parties, in light of the above acknowledgments, to waive any challenge to the liquidated damages provided by this Section 19(c) that may arise pursuant to Civil Code section 1671.

20. ATTORNEY'S FEES

The Parties agree that, prior to litigation, they shall pursue, in good faith, mediation before a professional mediator. Should any litigation be commenced between the Parties to this Lease Agreement concerning the Premises, this Lease Agreement, or the rights and duties of either in relation thereto, the Party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in that litigation, to a reasonable sum as and for that Party's attorneys' fees.

21. FORCE MAJEURE

Except as otherwise expressly provided in this Lease Agreement, if the performance of any act required by this Lease Agreement to be performed by either Lessor or Lessee is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay will be excused; *provided, however*, that nothing contained in this Section 21 shall excuse the prompt payment of rent by Lessee as required by this Lease Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the Party required to perform the act.

22. NOTICES

Except as otherwise expressly provided by law, all notices or other communications required or permitted by law to be served on either Party to this Lease Agreement shall be in writing and shall be deemed duly served and given when personally delivered, or, in lieu of personal service, when deposited in the United States mail by Registered or Certified mail (postage prepaid, return receipt requested) and addressed: (i) if to Lessor, to the City of Visalia at 220 N. Santa Fe Street, Visalia, CA 93291; and (ii) if to Lessee, to First Pitch Entertainment at 300 N. Giddings, Visalia, CA 93291. Either Party may change the address at which it receives notices by notifying the other Party in accordance with the provisions of this Section 22.

23. GOVERNING LAW

This Lease Agreement, and all matters relating to this Lease Agreement, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Lease Agreement or any decision or holding concerning this Lease Agreement arises. The venue for any all matters relating to this Lease Agreement shall be Tulare County. Lessee hereby agrees to waive any rights to change venue under California Code of Civil Procedure section 394.

24. BINDING ON HEIRS AND SUCCESSORS

This Lease Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties, but nothing in this Section 24 shall be construed as a consent by Lessor to any assignment of this Lease Agreement or any interest in this Lease Agreement by Lessee.

25. PARTIAL INVALIDITY

If any provision of this Lease Agreement that is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Lease Agreement shall remain in full force and effect unimpaired by the holding.

26. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee by Lessor, and the lease terms set forth in this Lease Agreement, and correctly sets forth the obligations of Lessor and Lessee to each other as of the Effective Date. Any agreements or representations respecting the Premises, the leasing of the Premises to Lessee by Lessor, or any other matter discussed in this Lease Agreement not expressly set forth in this instrument are null and void.

27. TIME OF ESSENCE

Time is expressly declared to be of the essence of this Lease Agreement.

28. CONSTRUCTION

This Lease Agreement is the product of negotiation and compromise on the part of each Party and the Parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the Party causing the uncertainty to exist.

29. AUTHORITY

Each signatory to this Lease Agreement represents that it is authorized to enter into this Lease Agreement and to bind the Party to which its signature represents. To the extent that work performed by Lessee or its contractors pursuant to this Lease Agreement is determined to constitute a contract for goods or services that requires competitive bidding pursuant to City's policies, the City Council, by authorizing the City Manager to enter into this Lease Agreement, has determined to waive such policies and has found that the public interest is served by such waiver. Further, to the extent that the work to be performed by Lessee is construed to constitute work for which prevailing wages may be required, the City Council, by authorizing the City Manager to enter into this Lease Agreement, has found that such work constitutes a purely municipal affair and determines that prevailing wages need not be paid for such work.

30. RENT

Lessee shall be obligated to pay to City rent for the Premises in the amount of One Dollar (\$1.00) during each year of the Term. Lessee shall be entitled to receive and keep all revenue derived from Lessee's use of the Premises from whatever source, including, without limitation, tickets, advertising, sponsorship and concessions.

31. PARKING

City currently maintains certain parking lots that provide parking for the Premises. During the Term, City shall continue to make such parking lots available primarily for people attending events at the Premises.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the Effective Date.

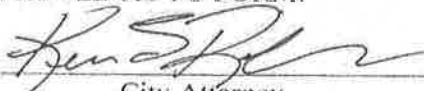
LESSOR, CITY OF VISALIA

FIRST PITCH ENTERTAINMENT, LLC

By: 
Randy Groom, City Manager

By: 
[NAME]: Managing Member
C. Elliott Sigal

APPROVED AS TO FORM:

By: 
City Attorney

By: 
Risk Management

EXHIBITS:

- A. Description of Premises
- B. Professional Baseball Agreement (PBA) Facility Standards and MLB Rule 58
- C. 2018 Facility Report prepared by Gould Evans Associates, LC
- D. Major Maintenance Responsibilities
- E. Condition of the Premises
- F. Insurance

Exhibit A

Description of Premises

Exhibit "A"

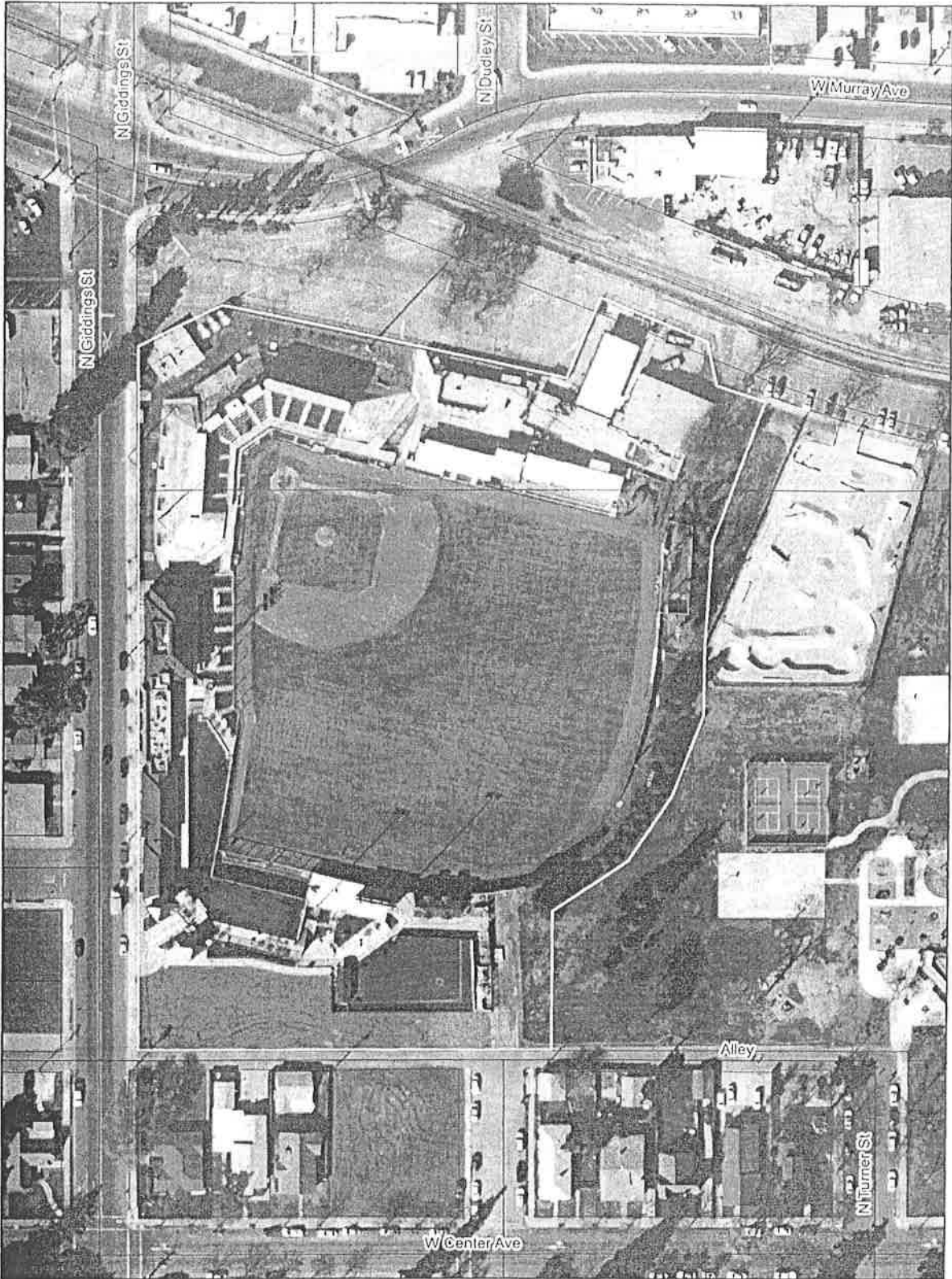


Exhibit B

Professional Baseball Agreement (PBA) Facility Standards and MLB Rule 58

**MAJOR LEAGUE RULES
MLR Attachment 58**

ATTACHMENT 58

**MINOR LEAGUE FACILITY STANDARDS AND
COMPLIANCE INSPECTION PROCEDURES**

Standards

Unless expressed as recommendations, these facility standards are minimum requirements for all new Minor League facilities. The standards outlined in Sections 11, 12 and 13 are applicable to both new and existing facilities.

New Facilities

Any facility that is scheduled for a construction starting date of January 1, 1991 or later shall be considered a "new facility." All plans for new facilities, including construction time schedules, must be submitted to field inspection personnel designated by the Commissioner's Office and the President of the Minor League Association, for review and approval by the field inspection personnel prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved. Notwithstanding its facility's designation as a "new facility," a Minor League Club that can demonstrate that its new facility construction planning and approval process was at such a stage as of November 17, 1990 that requiring compliance with a minimum new facilities standard (other than those outlined in Sections 11, 12 and 13) will cause it to suffer a material hardship, may apply to the President of the Minor League Association and to the Commissioner or the Commissioner's designee for a variance from such standard.

Existing Facilities

Any facility other than a "new facility" as defined above shall be considered an "existing facility." All existing facilities must meet the standards outlined in Sections 11, 12 and 13 (playing field and other team facilities) by no later than April 1, 1995. All plans for additions, alterations or renovations of such facilities, including new turf installations, must be submitted to field inspection personnel designated by the Commissioner's Office and to the President of the Minor League Association, for review and approval by the field inspection personnel (including construction time schedules) prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved.

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SECTION 1.0 SEATING

This section establishes standards for the number, type and arrangement of seating in all facilities.

1.1 SEATING CAPACITY

Seating capacities shall be established to be appropriate for the size of the Minor League Club's market. Recommended minimum capacities are as listed below. All facilities shall conform with the seating grade, seating distribution and spacing requirements described in sections 1.2, 1.3 and 1.4.

1.1.1	Class AAA Capacity	10,000 seats
1.1.2	Class AA Capacity	6,000 seats
1.1.3	Class A Capacity	4,000 seats
1.1.4	Short-Season Class A/Rookie	2,500 seats

1.2 GRADES OF SEATING

In order to enhance the professional atmosphere of the facility, each facility shall provide a minimum of two separate and distinct grades of seating (three separate and distinct grades are recommended). This provision is intended to designate and define general types of seating and not to define pricing or ticketing structures.

1.2.1 TYPES OF SEATING

Seating types shall be defined as in sections 1.2.2, 1.2.3, and 1.2.4.

1.2.2 BOX SEATING

Defined as Arm Chair Seats with Backs. Additional seat width and leg room is recommended, with an additional three inches of tread width to be provided as compared to the tread width in the other seating areas. Following the traditional definition of box seating, it is recommended that additional access to smaller groupings of box seats be provided.

1.2.3 RESERVED SEATING

Defined as a bench with back as a minimum requirement.

1.2.4 GENERAL ADMISSION SEATING

Defined as a bench as a minimum requirement.

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1.3 SEATING DISTRIBUTION

In no event shall more than 90% of the total seating capacity be General Admission seating. Recommended seating distributions are as follows.

For two grades of seating:

Box or Reserved:	25% of total capacity
General Admission:	75% of total capacity

For three grades of seating:

Box:	25% of total capacity
Reserved:	25% of total capacity
General Admission:	50% of total capacity

1.4 SEAT SPACING

The spacing and layout of all seating, aisles, vomitories, cross-aisles and concourses comprising the established exiting system shall conform to all applicable local, state and federal codes and regulations. (NFPA 101 for Assembly Occupancies shall be considered the minimum requirement if the facility does not fall under jurisdiction of other regulations.)

1.5 HANDICAPPED ACCESSIBILITY

All facilities shall comply with all applicable local, state and federal codes and regulations regarding access of Handicapped patrons and employees. (ANSI.A117-1 shall be considered the minimum requirements.)

SECTION 2.0 PUBLIC COMFORT STATIONS

This section determines and defines the number of plumbing fixtures and their arrangement at the facilities.

2.1 COMFORT STATION DISTRIBUTION

The distribution of the fixtures should be in accordance with the distribution of the seating locations and exiting system to allow minimal walking distances from all parts of the facility to public toilet facilities.

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2.2 PLUMBING FIXTURES

The minimum plumbing fixture ratios shall be as follows:

Water closets	1:125 Women 1:450 Men
Lavatories (sinks)	1:150 Women 1:150 Men
Urinals	1:125 men

2.2.1 COMFORT STATION ACCESSORIES

All public restroom facilities shall provide mirrors, purse shelves (in women's), hand drying facilities and trash cans. It is recommended that a table/platform for diaper changing be located in each restroom.

2.3 HANDICAPPED ACCESSIBILITIES

All facilities shall comply with all applicable local, state and federal codes and regulations (ANSI. A117-1). It is recommended that all facilities provide a minimum of one, unisex h.c. toilet facility per level. This facility shall be similar to a residential bathroom, and allow a h.c. patron to use the facility with the assistance of his/her companion of the opposite sex.

2.4 DRINKING FOUNTAINS

All facilities shall provide drinking fountains per local, state and federal codes and regulations.

2.5 PUBLIC TELEPHONES

All facilities shall provide telephones per local, state and federal codes and regulations.

SECTION 3.0 CONCESSION AND VENDING

The following standards for Concessions and Vending are recommended for all facilities. Many of the conditions may be affected by an existing operational agreement between the facility and concessionaire. It is recommended that these standards be incorporated into any new operational agreement negotiated after the effective date of this PBA.

3.1 CONCESSION AREAS

It is recommended all facilities provide 5 lineal feet of counter space (with corresponding support space) per 350 seats in the total facility

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capacity. The distribution of the concession areas shall be commensurate with the distribution of the patrons to minimize walking distances. [Example: $12,000 \text{ seats} / 350 = 34.28 \times 5' = 171$ lineal feet of counter. Each stand averages 25' per stand. Therefore, a minimum of 7 stands, distributed throughout the facility are recommended.]

3.2 CONCESSION VENDORS

If concession vendors are provided at the facility, the following ratios are recommended: one vendor per 350 seats, with 15 sq. ft. of vending commissary space for each vendor separate from the concession areas.

3.3 CONCESSION COMPLIANCE/CODES AND REGULATIONS

Concessionaires are responsible for compliance with all local, state and federal regulations in regard to Health Standards, Fire Department regulations, power, exhaust and ventilation requirements. The agreement between the facility and concessionaire shall define which party is responsible for required modifications.

3.4 CONCESSION STORAGE AND NOVELTY STANDS

The following standards shall be minimum requirements.

3.4.1 CONCESSION STORAGE

All facilities shall provide adequate storage for concession inventory. It is recommended that the storage area be of such size to store the inventory necessary to stage the number of games in an average home stand. In the Agreement between the facility and the concessionaire, the concessionaire shall provide empirical data to determine the required amount of storage space.

3.4.2 NOVELTY STANDS

Any provided novelty stand(s) acting as a sales point for retail sales shall present products in a professional manner commensurate with standard retail sales areas.

SECTION 4.0 MISCELLANEOUS PUBLIC AREAS

4.1 STADIUM CLUB/RESTAURANT/BANQUET FACILITY

This type of facility shall be optional.

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4.2 PICNIC/BEER GARDEN FACILITY

This type of facility shall be optional.

4.3 FAMILY RECREATION AREA

This type of facility shall be optional.

SECTION 5.0 TICKET WINDOWS AND ENTRY TURNSTILES

The following Sections 5.1, 5.2, and 5.3 shall be minimum requirements.

5.1 TICKET WINDOWS

All facilities shall provide one ticket window for each 1500 seats of total capacity.

5.2 TURNSTILES/ENTRY POSITIONS

All facilities shall provide one turnstile or equivalent entry position (minimum of 30" wide) for each 1500 seats of total capacity.

5.3 HANDICAPPED ACCESSIBILITY

All facilities shall provide access per all applicable local, state and federal codes and regulations to all public and private areas of the facility. (ANSI A117.1)

SECTION 6.0 SECURITY AND FIRST AID

6.1 SECURITY COMMAND POST

All facilities shall provide a "command post" for event security forces, centrally located with provisions for removing unruly patrons from the facility.

6.2 FIRST AID STATION

All facilities shall provide a first aid station during all events. It is recommended that certified medical personnel staff the station at all events.

SECTION 7.0 PARKING AND FACILITY ACCESS

The following Sections 7.1, 7.2 and 7.3 shall be applicable to all facilities.

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7.1 PARKING SPACES

It is recommended all facilities shall provide public parking spaces at a ratio of 1 space per 3 seats of total capacity. Such parking spaces shall be on-site or within a 10 minute (1/2 mile) walking distance of the stadium.

7.2 ACCESS AND CONTROL

All facilities shall coordinate with local law enforcement officials to provide controlled on-site traffic access, so as to promote a safe and trouble-free access environment.

7.3 HANDICAPPED PARKING

All facilities shall conform with all applicable local, state and federal regulations.

SECTION 8.0 SOUND SYSTEM AND SCOREBOARD

8.1 SOUND SYSTEM

All facilities shall provide an acoustically balanced sound system integrated with the capacity to deliver clear audio messages to the press box, concourses and all public areas within the facility.

8.2 SCOREBOARD

All facilities shall provide a scoreboard that provides the following as minimum requirements. All scoreboard characters are to be large enough to be seen throughout the facility.

Line Score
Ball-Strike-Out
Player at Bat

8.3 SCOREBOARD LOCATION

No part of any scoreboard and/or associated lighted advertising panels may be located within 50' of the center line of the playing field.

8.4 CLOCK

All facilities shall provide a time-of-day clock that is in full view of all field personnel from the beginning of batting practice through the close of each game.

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SECTION 9.0 MEDIA FACILITIES

9.1 PRESS PARKING AND ACCESS

It is recommended that all facilities provide a parking area for all members of the media with direct access to the facility. It is also recommended that parking be provided for television vans and broadcast trucks.

9.2 PUBLIC ADDRESS/SCOREBOARD PERSONNEL

All facilities shall provide space in the press box for the public address announcer and scoreboard operator(s). It is recommended that the PA/scoreboard area have a minimum of 50 sq. ft. of floor space in addition to the floor space required for the scoreboard equipment.

9.3 RADIO BROADCAST BOOTHS

It is recommended that all facilities provide two radio broadcast booths (home and visitor) that provide a direct view of the entire field and facilitate the broadcast of the game. Each shall provide counters, chairs, power, lighting and telephone jack.

9.4 TELEVISION BROADCAST AND CAMERA BOOTH

It is recommended that all facilities provide a spare broadcast/camera booth available for local television broadcasts and local television media. The booth should have a direct view of the entire field with operable windows or closures.

9.5 PRINT MEDIA AREA

It is recommended that all facilities provide a separate area for 6 to 10 members of the print media with a direct view of the entire field. Counter, chairs, power, lighting and telephone jack shall be provided.

9.6 MEDIA TOILET FACILITIES

It is recommended that all facilities provide media restroom facilities separate from public restrooms, located with direct access to the press box.

9.7 MEDIA WORKROOM/LOUNGE

This type of facility shall be optional.

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9.8 HANDICAPPED ACCESSIBILITY TO PRESS BOX

Facilities shall conform to all applicable local, state and federal codes and regulations for accessibility to the press box. (ANSI-A117.1)

SECTION 10.0 ADMINISTRATION AREA

10.1 FACILITY ADMINISTRATION AREA

It is recommended that all facilities provide administrative space of 250-300 sq. ft. per person for facility and maintenance operations with separate toilet facilities directly adjacent.

10.2 STADIUM PERSONNEL DRESSING/LOCKER FACILITIES

It is recommended that all facilities provide separate dressing/locker facilities (separate for each sex) for all maintenance and event employees (including concession personnel) separate from the public.

10.2.1 STADIUM PERSONNEL TOILET FACILITIES

It is recommended that all facilities provide toilet facilities for stadium personnel separate from the public. Direct access to personnel locker rooms is desirable.

10.3 TEAM ADMINISTRATION AREA

If the tenant team has a permanent administration area away from the facility, an on-site game day team administration area must be provided. If the team's permanent administration area is at the facility, it is recommended that the area provide 250-300 sq. ft. per person for team operations with adjacent toilet facilities.

SECTION 11.0 TEAM FACILITIES

The following shall be minimum requirements.

11.1 HOME CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least five more than the Club's active player limit for its classification of play. The minimum size of each locker shall be 24" w x 72" h (36" w x 72" h is recommended). A lockable storage compartment is recommended for each locker.

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Minimum floorspace requirements for the team dressing area shall be as follows:

New facility:	1,000 sq. ft.
Existing facility:	800 sq. ft. (1,000 sq. ft. is recommended)

11.2 SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet areas with the following minimum fixture counts:

New facility:	shower heads:	8 (10 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4 (8 recommended)
Existing facilities:	shower heads:	6 (10 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (8 recommended)

11.3 TRAINING ROOM

All new facilities shall provide a separate training room of not less than 300 sq. ft. divided into three areas: treatment, whirlpool and rehabilitation. The training room shall have space for 1 or 2 treatment tables, a minimum of 2 whirlpools, hydroculator (4-pack minimum), scale, stationary bicycle, ice machine and an area for 2 or 3 pieces of rehabilitation/weight equipment. The training room shall contain a lockable storage area for training supplies. It is recommended that additional space be provided for a separate office/dressing area for the trainer and team physician. It is also recommended that a valuable storage box be installed in the training room.

All existing facilities shall comply with the above paragraph, with the exception that the minimum square footage requirement shall be 175 sq. ft. (300 sq. ft. is recommended).

11.4 TEAM LAUNDRY FACILITY

All facilities shall provide commercial quality laundry facilities (washer and dryer) for the home team to provide daily washing capability. This room may be combined with the Team Equipment Room.

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11.5 TEAM EQUIPMENT ROOM

All facilities shall provide adequate lockable equipment storage space (minimum of 300 sq. ft. in a new facility) contiguous with the clubhouse.

11.6 COACHES' LOCKERS

All new facilities shall provide a minimum of 4 coaches lockers (6 are recommended) in addition to the players lockers. It is recommended these lockers shall be in a separate area from the players lockers. Locker size and floor space requirements (per capita) shall be the same as in the players dressing area.

Existing facilities shall comply with the above paragraph, with the exception that a minimum of 3 coaches lockers are to be provided.

11.7 FIELD MANAGER'S OFFICE

All facilities shall provide a field manager's office with direct access to the home clubhouse. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 6-8 persons. At existing facilities the separate toilet, shower and dressing area is recommended and not required.

11.8 VISITORS CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least three more than the Club's active player limit for its classification of play. Minimum floor space requirements shall be as follows:

New facility:	750 sq. ft.
Existing facility:	500 sq. ft (750 sq. ft. is recommended)

11.9 VISITORS SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet facilities with minimum fixture counts as follows:

New facility:	shower heads:	6 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4
Existing facility:	shower heads:	4 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (4 recommended)

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11.10 VISITORS TRAINING ROOM

All new facilities shall provide a separate training room (minimum of 150 sq. ft.), with space for one training table, one whirlpool, and a hydroculator (4-pack minimum). In existing facilities, this area may be integrated into the players' dressing area, provided that the dressing area is at least 650 sq. ft.

11.11 VISITING FIELD MANAGER'S OFFICE

All facilities shall provide a separate office for the visiting field manager. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 2-4 people. At existing facilities, the separate toilet, shower and dressing area is recommended and not required.

11.12 TEAM STORAGE (MAJOR LEAGUE PARENT TEAM)

It is recommended that all facilities provide a minimum of 300 sq. ft. of lockable team storage, separate from other team storage, with year round access only to the major league team.

11.13 UMPIRE FACILITIES

All facilities shall provide a private dressing, shower, and toilet facility for umpires. This area shall provide enough lockers (each a minimum of 36" w x 72" h) to accommodate the number of umpires typically assigned to work in the applicable classification of play. In new facilities, this area shall be a minimum of 200 sq. ft.

11.14 FIELD/DUGOUT ACCESS

It is required that all new facilities and recommended that all existing facilities provide a direct access route to the dugout/playing field. Similar access is to be provided for the umpires.

11.15 PLAYER PARKING

It is recommended that all facilities designate a parking area with clubhouse access for players and other uniformed team personnel.

11.16 HITTING/PITCHING TUNNELS

It is recommended that each facility provide two covered tunnels for players to practice hitting and pitching in an enclosed environment. If provided, these tunnels should be reasonably close to the home clubhouse with minimal public access.

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11.17 PRE- AND POST-GAME WAITING AREA

It is recommended that all facilities provide a pre-game and post-game waiting area for families of players and other uniformed personnel.

SECTION 12.0 PLAYING FIELD

12.1 FIELD DIMENSIONS

Layouts of all new fields (and modifications to existing fields) shall be submitted for approval by the parent Major League Club and the Minor League Club. All field dimensions shall comply with the minimum dimensions specified in Section 2.01 of the Official Baseball Rules.

12.2 PLAYING SURFACE

All facilities shall provide a field surface (natural or synthetic) without defects and/or "trip-hazards" that could affect the normal play of the game or jeopardize player safety. Warning track material shall identify all zones within 15' of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

12.3 FIELD GRADE

The maximum allowable grade from the base of the pitcher's mound to the warning track in foul territory shall be 6". The maximum allowable grade from second base to the outfield warning track shall be 20".

12.4 FIELD WALL

The permanent outfield wall or fence in all new facilities shall be a minimum of 8' high.

12.5 BULLPENS

All facilities must provide a bullpen area for each team. These areas may be located in foul territory down the baselines or just immediately outside the field wall. Each must be visible to both dugouts and to the press box. Each shall have two regulation pitching mounds and home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. If the bullpens are in foul ball areas, care shall be taken to integrate the slope of the pitcher's mound into the field so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that all facilities have phones connecting the bullpens to the dugouts.

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12.6 DUGOUTS

All facilities must provide two enclosed dugouts (home and visitor). Each dugout in a new facility must accommodate 25-30 uniformed personnel on a bench with seatback. Each dugout in an existing facility shall accommodate 20-25 uniformed personnel. Each dugout must have a helmet rack for a minimum of 15 helmets and a bat rack for a minimum of 30 bats. It is recommended that a bat swing/storage area be directly accessible to each dugout. It is recommended that each dugout include a refrigerated water cooler (drinking fountain) and provide direct access to a restroom. It is recommended that all facilities have telephones connecting the dugouts to the bullpens and to the press box. All dugouts shall provide as feasible an anti-skid surface as possible on steps and walkways.

12.7 FIELD EQUIPMENT

All facilities shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

12.7.1 BATTING CAGE

All facilities shall provide a full cover batting cage. New batting cages shall have minimum dimensions of 18' wide, 14' deep and 9' high. It is recommended that the cage be portable and made of an aluminum frame to provide maximum maintainability. Existing batting cages not meeting the above standards may be approved by the parent Major League Club.

12.7.2 FIELD SCREENS

All facilities shall provide a pitching screen, first base screen, 2nd base/double play screen, and a shag protector screen. New screens shall have the following minimum dimensions:

Pitching screen:	7' h x 8' w with 4' x 4' notch in upper corner.
Double play screen:	7' h x 14' w with hinged wings.
First base and shag protector screens:	7' h x 8' w.

All existing screens not meeting the above standards may be approved by the parent Major League Club.

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Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity.

12.7.3 BATTER'S EYE

All facilities shall provide a solid monochromatic batter's eye painted in a flat, dark color with minimum dimensions of 16' high and 40' wide centered in the outfield. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. It is recommended that all new facilities provide a batter's eye with minimum dimensions of 40' high and 80' wide. Any advertising sign abutting the batter's eye shall not include white lettering, a white background, any neon or other lighting or motion effects.

12.7.4 FOUL POLES

All facilities shall provide two foul poles of a bright color that are a minimum of 30' high (45' is recommended) with a screen to the fair side of the pole. No white signs shall be allowed on or immediately adjacent to each side of the foul pole.

12.7.5 FLAG POLE

All facilities shall provide a flag pole for the United States Flag or Canadian Flag, as applicable, in clear view of the entire seating bowl.

12.7.6 SCOREBOARDS, VIDEO MONITORS AND MOTION SIGNS

In addition to other provisions of these Minor League Facility Standards (including, but not limited to, Section 8.3 (Scoreboard Location)), the President of the Minor League Association, in consultation with the Commissioner or the Commissioner's designee, shall develop and distribute guidelines regarding the use and location of scoreboards, video monitors, LED boards and LED/matrix boards so as not to interfere with play.

MAJOR LEAGUE RULES
MLR Attachment 58

12.8 FIELD LIGHTING

All new lighting systems shall maintain the following minimum brightness requirements after 100 hours of burning:

Class AAA and Class AA:	100 fc average in infield/ 70 fc average in outfield.
Class A and Rookie:	70 fc average in infield/ 50 fc average in outfield.

The height and location of poles in all new lighting systems shall follow IES standards.

All existing lighting systems shall maintain the following minimum brightness requirements:

Class AAA and Class AA:	70 fc average in infield/ 50 fc average in outfield.
Class A and Rookie:	60 fc average in infield/ 40 fc average in outfield.

All lighting systems shall operate with a maximum variance ratio of 1.2/1 in the infield and 2/1 in the outfield. The variance ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

12.9 BATTING CAGE GATE

All new facilities shall provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

12.10 BACKSTOP

All facilities shall provide a backstop behind home plate. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to insure the integrity of the backstop.

12.11 PLAYING FIELD TARPS

All Class AAA, Class AA and full season Class A facilities shall provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps, except that this requirement may be waived by the President of the Minor League Association in the event that the facility is located in an area

**MAJOR LEAGUE RULES
MLR Attachment 58**

that does not experience sufficient rainfall to justify the expense of tarps. The tarps shall be oversized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field. Each facility is required to provide adequate manpower to operate the placement and/or removal of the tarps.

SECTION 13.0 MAINTENANCE

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

13.1 FACILITY MAINTENANCE AND CLEANLINESS

Each facility shall develop a maintenance program (both short-term and long-term) for use by its maintenance personnel. All public areas shall be completely free of trash and rubbish at the opening of each event, and stadium personnel shall be responsible for cleanliness during the event.

Each facility shall follow its maintenance program for interior repairs and touch-ups to maintain the professional atmosphere of the facility. Long-term maintenance shall be ongoing in order to deter major facility problems and to minimize potential disruptions to the public.

13.2 FIELD MAINTENANCE

The playing field shall be maintained at the highest possible professional level. Every reasonable effort shall be made to insure the safety of the players and the smooth play of the game. The facility shall follow professional grounds-keeping practices and shall utilize proper maintenance equipment. Nail-drags, screens, tampers and rakes are recommended to maintain all dirt areas. Proper turf care equipment (mowers, tractors, etc.) shall be used, and an appropriate maintenance plan shall be developed and followed to care for the playing field.

13.2.1 PLAYING FIELD RECONDITIONING

The pitcher's mound and base pit areas shall be reconditioned prior to each game through the use of clay materials and tampers.

13.2.2 FIELD MAINTENANCE MATERIALS

All facilities are required to have a sufficient amount of drying material on hand at all times for reconditioning the infield. A chemical drying agent and/or calsonite clay may be used in combination with sand to stabilize areas affected by excessive moisture. Sand may not be the sole drying agent.

**MAJOR LEAGUE RULES
MLR Attachment 58**

13.2.3 LAYOUT OF PLAYING FIELD

The entire playing field shall be laid out to coincide with the provisions of Sections 2.01 through 2.05 of the Official Baseball Rules.

13.2.4 IRRIGATION SYSTEM

All new facilities shall provide a full field irrigation system as well as water lines 1½" or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1" or larger be distributed around the playing field in order to water the field if the irrigation system should become inoperable. It is recommended that a full-field irrigation system be provided at all existing facilities.

13.2.5 FIELD DRAINAGE SYSTEM

All new facilities shall provide an underfield drainage system integrated into the subbase of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf base.

It is recommended an optimal slope of .5% be maintained from the base of the pitcher's mound to the baselines and from second base to the outfield warning track.

Exhibit C

2018 Facility Report prepared by Gould Evans Associates, LC

**Minor League Facility Survey
Visalia Rawhide
Rawhide Ballpark
Visalia, CA**

2018 Facility Report

**Prepared for
Major League Baseball
Commissioners' Office**

**By
Gould Evans Associates, LC**

gouldevans

July 6, 2018

Mr. Fred Seymour
Minor League Operations
Office of the Commissioner
Major League Baseball
245 Park Avenue - 34th Floor
New York, NY 10176

Re: Visalia Rawhide
Visalia, CA

Dear Fred:

Attached is our summary of our 2018 visit to Rawhide Bullpark.

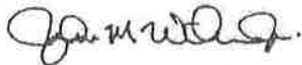
This facility was not in compliance with the PBA Standard as shown on page 2 of the attached report.

Our survey is solely a summary comparison of this facility to the PBA Standards. Certain potential hazards may be noted, but there is no expressed or implied warranty that all potential hazards are identified herein.

Likewise, compliance with ANSI, NFPA, applicable local, state, or federal codes or regulations is based on a summary evaluation, not detailed compliance. Nothing in this report should be construed to imply that the facility is in complete compliance.

If you have any questions, please feel free to let me know.

Cordially yours,



John M. Wilkins, Jr., AIA
Principal

Cc: Tim Brunswick, Vice President, Baseball & Business Operations, MiLB
Andy Shultz, Assistant Director, Baseball & Business Operations, MiLB
Jennifer Reynolds, General Manager, Visalia Rawhide
Jeannie Greenwood, Facility Contact, City of Visalia
Charlie Blaney, President, California League
Mike Bell, Director of Minor Leagues, Arizona Diamondbacks

100 EAST BROADWAY SUITE 1100
KANSAS CITY, MO 64105
816.241.1000

KANSAS CITY LAWRENCE PHOENIX TAMPA SAN FRANCISCO

WWW.GOULDEVANS.COM

Team Data

Minor League Facility Survey

Facility Name: Rawhide Ballpark

Year Facility Was Built: 1946

Facility Location/Address: 300 N. Giddings Street
Visalia, CA 93291

Facility Ownership: City of Visalia

Facility Contact: Jeannie Greenwood
345 N. Jacob Street
Visalia, CA 93291
Phone: (559) 730-6889
Fax: (559) 713-4800
E-mail: Jeannie.Greenwood@visalia.city

Minor League Team Name: Visalia Rawhide

Team Contact: Jennifer Reynolds, General Manager
300 N. Giddings Street
Visalia, CA 93291
Phone: (559) 732-4433
Fax: (559) 739-7732
E-mail: jennifer@rawhidebaseball.com

Tom Seidler, President
E-mail: tseidler@padres.com

Major League Affiliation: Arizona Diamondbacks

Team Classification: A

League Affiliation: California League

League Contact: Charlie Blaney, President

Team Ownership: Top of the Third, Inc.

Report Date: July 5, 2018

Site Visit Date: April 6, 2018

Site Survey By: Lynn Harrod

Requirements Not In Compliance

Minor League Facility Survey

The following is a summary of items that are not in compliance with the requirements for existing facilities.

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

12.0 PLAYING FIELD				
12.1.0 Field Dimensions	Layout/dimensions correct	No	Re: Appendix I & II	
	Mound regulation	Req No		
12.8.1 Field Lighting			RE: Appendix III At the end of 2012 season fixtures on 2 poles behind grandstands were replaced by Musco. At the end of 2014 season 4 outfield poles fixtures were replaced by Musco. Fixtures on the 2 remaining baseline poles were to be replaced by Musco at the end of 2016 season, but work was deferred to a future date.	
	Class A & Rookie Infield	60 fc		44 fc
	Ratio Infield	1.2		1.5

Recommendations Not In Compliance Minor League Facility Survey

The following is a summary of items that are not in compliance with the recommendations for existing facilities.

AREA	PBA STANDARD	PROVIDED	COMMENTS
1.0 SEATING			
1.1.0 Seating Capacity	Recommended Minimum Class A 4,000	2,612	
2.0 PUBLIC COMFORT STATIONS			
2.2.0 Plumbing Fixtures	Men 1.V 1/150 Minimum 8	7	Count based on: 50% Women 50% Men
2.3.0 Handicapped Accessibility	One unisex recommended per level	No	
3.0 CONCESSIONS & VENDING			
3.2.0 Concession Vendors	Recommended: 1/350 seats Recommended: 15 sf/vendor 7 105 sf	2 30 sf	
7.0 PARKING & FACILITY ACCESS			
7.1.0 Parking Spaces	Recommended: 1/3 seats 823	200 spaces	
8.0 SOUND SYSTEM & SCOREBOARD			
8.4.0 Clock	Provided	No	
9.0 MEDIA FACILITIES			
9.4.0 TV Broadcast & Camera Booth	Spare booth recommended	No	
9.5.0 Print Media Area	Space for 6-10 people recommended Equipped	0 No	
9.6.0 Media Toilet Facilities	Separate from Public recommended	No	
9.8.0 Handicapped Accessibility to Press Box	Provided	No	

Recommendations Not In Compliance Minor League Facility Survey

The following is a summary of items that are not in compliance with the recommendations for existing facilities.

AREA	PBA STANDARD	PROVIDED	COMMENTS						
1.0 SEATING									
1.1.0 Seating Capacity	Recommended Minimum Class A 4,000	2,612							
10.0 ADMINISTRATION AREA									
10.2.0 Stadium Personnel Dressing/Locker Facilities	Separate dressing/locker for maintenance recommended Separate dressing/locker for concessions recommended	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Women</td> <td style="width: 50%;">Men</td> </tr> <tr> <td style="text-align: center;">No</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">No</td> <td style="text-align: center;">No</td> </tr> </table>	Women	Men	No	No	No	No	
Women	Men								
No	No								
No	No								
10.2.1 Stadium Personnel Toilet Facilities	Separate toilet for maintenance recommended Separate toilet for concessions recommended	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Women</td> <td style="width: 50%;">Men</td> </tr> <tr> <td style="text-align: center;">No</td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;">No</td> <td style="text-align: center;">No</td> </tr> </table>	Women	Men	No	No	No	No	
Women	Men								
No	No								
No	No								
11.0 TEAM FACILITIES									
Active player limits (APL) Class A 25									
11.11.0 Visiting Field Manager's Office	Separate dressing/shower area recommended	No							
11.12.0 Major League Team Storage	Separate lockable space recommended - 300sf Major league access only	No							
12.0 PLAYING FIELD									
12.5.0 Bullpens	Phones connecting bullpens to dugouts recommended	No							
12.6.0 Dugouts	Phones connecting dugouts to bullpens recommended Phones connecting dugouts to press box recommended	No							
13.0 MAINTENANCE									
13.2.5 Field Drainage System	Recommended	No	Not working properly						

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

1.0 SEATING			
1.1.0 Seating Capacity	Recommended Minimum Class A 4,000	2,612	
1.2.0 Grades of Seating	2 grades required 3 recommended	Yes	
1.3.0 Seating Distribution	GA not more than Recommended Reserved GA 90% 25% 50%	106 1,266 1,240	25% 75% 25%
1.4.0 Seat Spacing	Meets NFPA: recommended	N/A	
1.5.0 Handicapped Accessibility	Accessible seating provided Employee accessibility	Yes Yes	
2.0 PUBLIC COMFORT STATIONS			
2.1.0 Comfort Station Distribution	Distributed	Yes	
2.2.0 Plumbing Fixtures	Women WC 1/125 LV 1/150 Men WC 1/450 LV 1/150 UR 1/125 Minimum 10 8 Minimum 3 8 10	16 8 5 7 10	Count based on: 50% Women 50% Men
2.2.1 Accessories	Mirrors Purse shelves Hand Drying Trash cans Diaper changing recommended	Women Yes Yes Yes Yes Yes	Men Yes N/A Yes Yes Yes Hooks

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
2.3.0 Handicapped Accessibility	Entry accessible Water closet accessible Lavatory accessible One unisex recommended per level	Yes Yes Yes No	
2.4.0 Drinking Fountains	Provided	Yes	
2.5.0 Public Phones	Provided	Yes	Provided at guest services
3.0 CONCESSIONS & VENDING			
3.1.0 Concession Areas	Recommended: 5'/350 seats Even distribution	35 lf 83'-4" lf Yes	
3.2.0 Concession Vendors	Recommended: 1/350 seats Recommended: 15 sf/vendor	7 105 sf 2 30 sf	
3.3.0 Code Regulation	Health Certificate	Yes	
3.4.1 Concession Storage	Adequate	Yes	
3.4.2 Novelty Stand	Provided - optional Professional presentation	Yes Yes	"General Store"
4.0 MISCELLANEOUS PUBLIC AREAS			
4.1.0 Stadium Club	Optional	Yes	"Hall of Fame Club"
4.2.0 Picnic Garden	Optional	Yes	
4.3.0 Family Recreation Area	Optional	Yes	Re-done in 2017
5.0 TICKET & ENTRY TURNSTILES			
5.1.0 Ticket Windows	1/1,500 seats	2 5	
5.2.0 Turnstiles/Entry	Turnstiles +	0 turnstiles +	

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

	Entries (30" minimum) = 1/1,500 seats	2	<table border="1"> <tr> <td data-bbox="1120 485 1395 506">14 entries =</td> </tr> <tr> <td data-bbox="1120 506 1395 537">14 Total</td> </tr> </table>	14 entries =	14 Total
14 entries =					
14 Total					

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
5.3.0 Handicapped Accessibility	Provided	Yes	
6.0 SECURITY & FIRST AID			
6.1.0 Security Command Post	Provided	Yes	considered part of info booth
6.2.0 First Aid Station	Provided Staffed recommended	Yes Yes	
7.0 PARKING & FACILITY ACCESS			
7.1.0 Parking Spaces	Recommended: 1/3 seats On site Within 1/2 mile Lighting	823 Yes Yes Yes	650 spaces Team bought lots around stadium to improve #s of parking spaces in the Fall of 2016
7.2.0 Access & Control	Coordinate with local law enforcement	Yes	
7.3.0 Handicapped Parking Accessibility	Signage Width Accessible Path	Yes Yes Yes	
8.0 SOUND SYSTEM & SCOREBOARD			
8.1.0 Sound System	Provided	Yes	
8.2.0 Scoreboard	Provided Line Score Ball- Strike-Out Player at bat	Yes Yes Yes Yes	
8.3.0 Scoreboard Location	No part of scoreboard and/or associated lighted panel located within 50' of center line	Yes	
8.4.0 Clock	Provided	No	

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

9.0 MEDIA FACILITIES			
9.1.0 Press Parking & Access	Media personnel parking recommended Media van parking recommended	Yes Yes	
9.2.0 Public Address/ Scoreboard Personnel	Space provided 50 sf recommended	Yes 65 sf	Combined with scoreboard and home radio
9.3.0 Radio Broadcast Booths	2 recommended Direct view of field Equipped	Yes Yes 2 booths	
9.4.0 TV Broadcast & Camera Booth	Spare booth recommended	No	
9.5.0 Print Media Area	Space for 6-10 people recommended Equipped	0 No	
9.6.0 Media Toilet Facilities	Separate from Public recommended	No	
9.7.0 Media Workroom/ Lounge	Optional	No	
9.8.0 Handicapped Accessibility to Press Box	Provided	No	
10.0 ADMINISTRATION AREA			
10.1.0 Facility Administration Area	Office space recommended for facility & maintenance/operations Total # of Administrative Personnel 2 Area recommended: (250 sf/person) 500 sf Separate toilet facilities recommended	Yes 1 2,442 sf Yes	

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED		COMMENTS
10.2.0 Stadium Personnel Dressing/Locker Facilities	Separate dressing/locker for maintenance recommended Separate dressing/locker for concessions recommended	Women No	Men No	
10.2.1 Stadium Personnel Toilet Facilities	Separate toilet for maintenance recommended Separate toilet for concessions recommended	Women No	Men No	
10.3.0 Team Administration	Admin area off - site Admin area on - site required No. of Administrative personnel on site 3 Space recommended on site (250 sf/person) 750 Separate toilet facilities from public recommended	N/A Yes	10 2,442 sf	
11.0 TEAM FACILITIES <div style="text-align: right;">Active player limits (APL) Class A 25</div>				
11.1.0 Home Clubhouse/ Dressing Area	Lockers (APL+5) 30 Size: 24"x72" Lockable Storage recommended 800 sf	30 lockers 36"x71" Yes 1,140		
11.2.0 Shower & Toilet Facilities	Shower heads 6 Water closets 2 Urinals 2 Lavatories 2	9 2 3 6		

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
11.3.0 Training Room	175 sf Treatment table 1 or 2 Install or make readily available: 1 Whirlpool 1 Hydrocollator (4-pack min.) 1 Scale Space for: 2nd whirlpool Stationary bike Ice machine 2 - 3 pieces of weight equipment Lockable storage Separate area for trainer recommended Storage box for player valuables recommended	280 sf 2 Yes Yes Yes Yes Yes Yes Yes Yes Yes Yes	
11.4.0 Team Laundry Facility	Commercial quality facilities	Yes	
11.5.0 Team Equipment Room	Lockable storage	Yes	
11.6.0 Coaches Lockers	3 lockers required Size 24"x72" Separate area recommended Area Per capita area = 800/APL+5 33 sf	4 36"x71" Yes 140 sf 70 sf	
11.7.0 Field Manager's Office	Office required Direct access to clubhouse Desk, meeting space for 6-8 Separate dressing/shower area recommended Working phone required	Yes Yes No Yes Yes	variance 2009
11.8.0 Visitor's Clubhouse/ Dressing Area	Lockers (APL+3) 28 500 sf	28 517 sf	

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

11.9.0 Visitor's Shower & Toilet Facilities	Shower heads Water closets Urinals Lavatories	4 2 2 2	8 2 2 2	
11.10.0 Visitor's Training Room	Separate area recommended 150 sf (may be part of clubhouse if it is 650 sf) Install or make readily available: 1 Hydrocollator (4-pack min.) Space for: 1 Training table 1 Whirlpool	Yes Yes Yes Yes	 220 sf 	2 Provided
11.11.0 Visiting Field Manager's Office	Required Desk, meeting space for 2-4 Separate dressing/shower area recommended Working phone required	Yes Yes No Yes		
11.12.0 Major League Team Storage	Separate lockable space recommended - 300sf Major league access only	No No		
11.13.0 Umpire Facilities	Private dressing/shower # of umpires Class A Lockers (1/umpire) Size	 2 2 36"x72"	Yes 2 36"x72"	
11.14.0 Field/Dugout Access	Direct access for team recommended Similar access for umpires recommended	Yes Yes		
11.15.0 Player Parking	Designated parking area recommended Clubhouse access recommended	Yes Yes		

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

11.16.0 Hitting/Pitching Tunnels	2 recommended, covered & enclosed environment	Yes	
	Close to clubhouse	Yes	
	Minimal public access	Yes	
11.17.0 Pre/Post Game Waiting Area	Recommended	Yes	
12.0 PLAYING FIELD			
12.1.0 Field Dimensions	Layout/dimensions correct	No Req	Re: Appendix I & II
	Mound regulation	Yes Recom Yes	
12.2.0 Playing Surface	Without defects or trip hazards that could jeopardize player safety	Yes	13'-Variance 2012
	15' warning track Track provides visual/ tactile change of surface	No Yes	
12.3.0 Field Grade	6" maximum from mound to left/right warning track	Yes	Field re-graded in 2017. removed incline in field from 2nd base to the outfield.
	20" maximum from 2nd to outfield warning track	Yes	
12.4.0 Field Wall	Minimum 8' high recommended	12' typ	
12.5.0 Bullpens	Two (2) required	Yes	chairs
	Visible to dugouts	Yes	
	Visible to press box	Yes	
	Two (2) regulation mounds	Yes	
	Two (2) home plates	Yes	
	Bench for 10 players	Yes	
	Mound not a trip hazard	Yes	
	Phones connecting bullpens to dugouts recommended	No	

Detailed Compliance - Existing

Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
12.6.0 Dugouts	2 enclosed Bench for 20-25 30' to 37' Bench with seat back Helmet rack for 15, minimum Bat rack for 30, minimum Water cooler-recommended Direct access to restroom recommended Phones connecting dugouts to bullpens recommended Phones connecting dugouts to press box recommended Anti-skid surface on steps & walkways Depth from field	Yes 53' Yes Yes Yes Yes Yes No No Yes 42"	
12.7.1 Batting Cage	Full cover batting cage (18'w x 14'd x 9'h recommended)	Yes	
12.7.2 Field Screens	Pitching (7'h x 8'w with 4' x 4' notch) First base (7'h x 8'w) Double play (7'h x 14'w with hinged wings) Shag (7'h x 8'w) Net integrity	Yes Yes Yes Yes Yes	
12.7.3 Batter's Eye	16'h x 40'w (req'd) 40'h x 80'w (recom) Centered & monochromatic-painted in a flat, dark color. Advertising shall not include white lettering, white background, neon or other motion effects.	28'x45' Yes	
12.7.4 Foul Poles	2 poles 30' high Bright color No white signs on or adjacent Screens to fair side	Yes Yes Yes Yes	
12.7.5 Flag Pole	Required	Yes	

Detailed Compliance - Existing

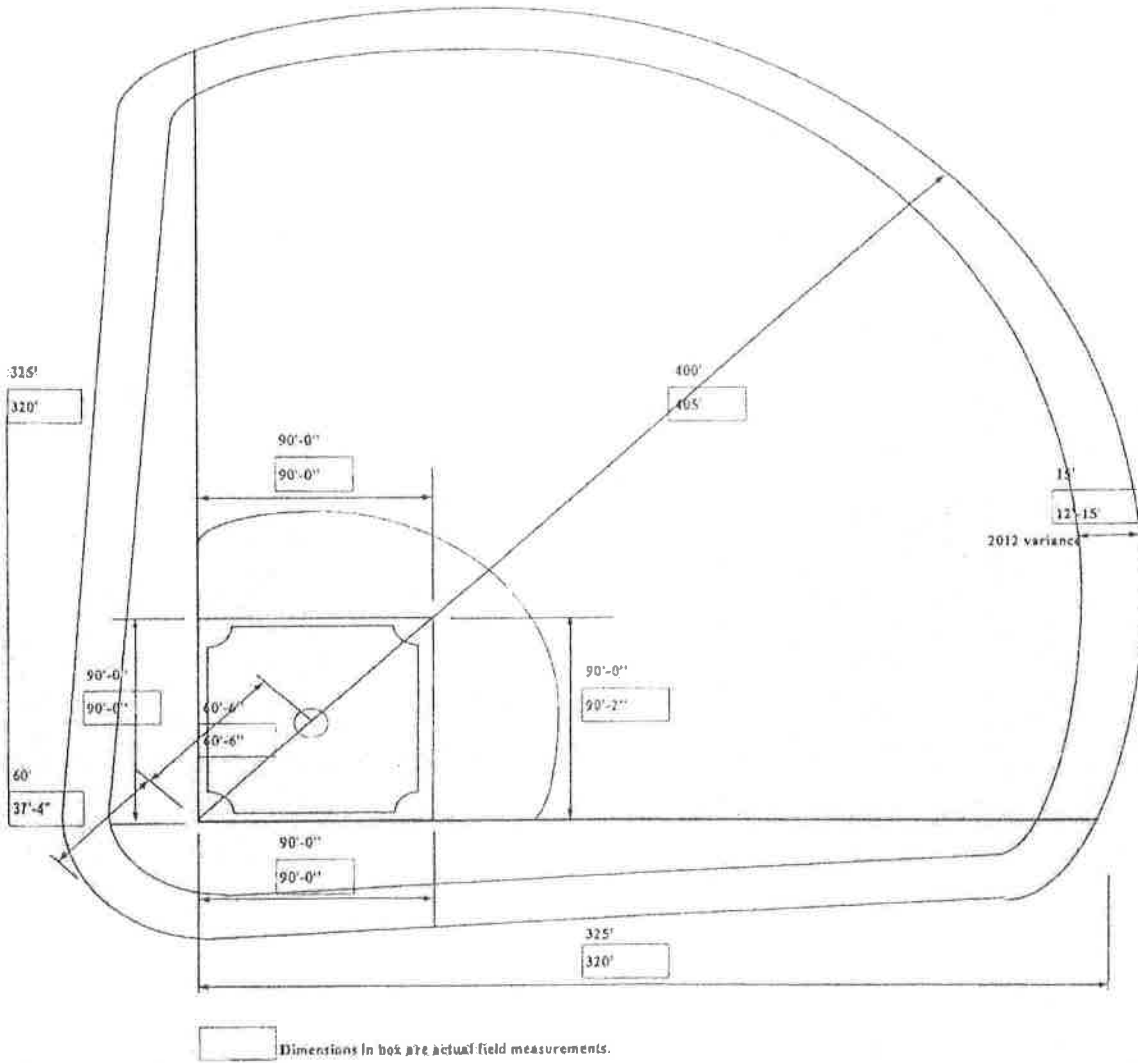
Minor League Facility Survey

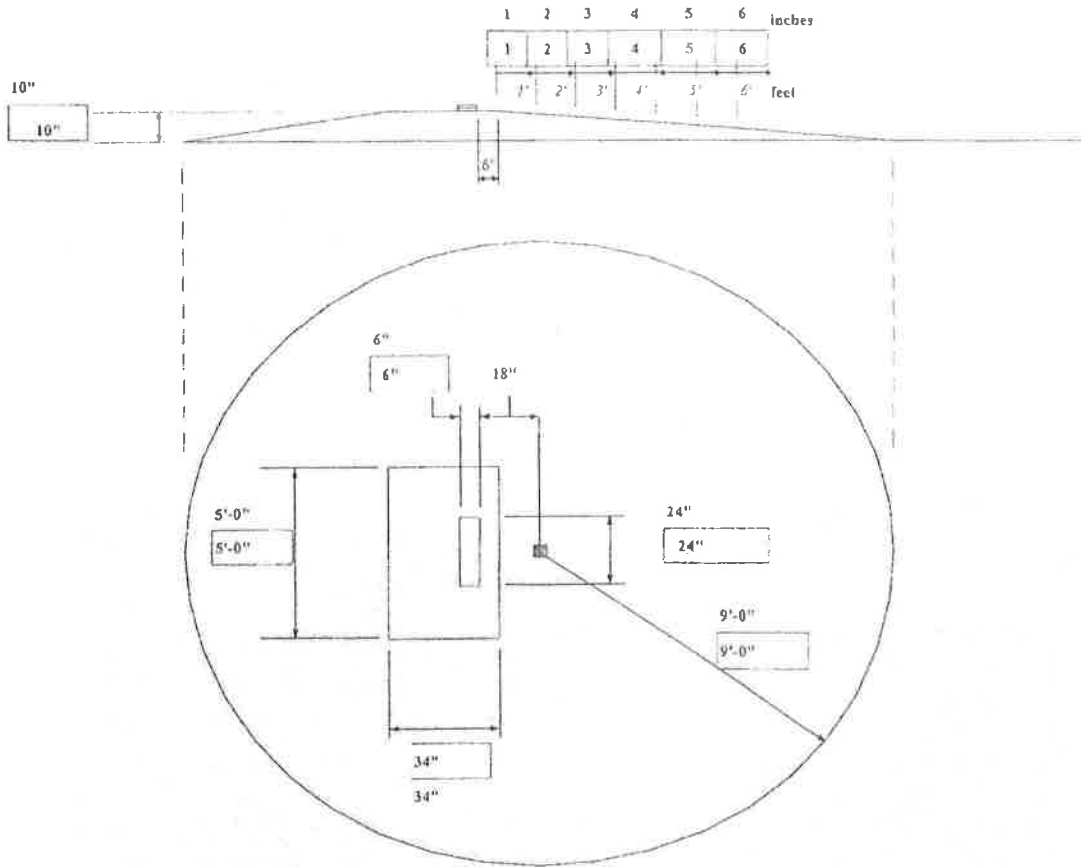
AREA	PBA STANDARD	PROVIDED	COMMENTS															
12.7.6 Scoreboards, Video Monitors & Motion Signs	No part of scoreboard and/or associated lighted panel located within 50' of center line	Yes																
12.8.1 Field Lighting	<p>Class A & Rookie</p> <table border="0"> <tr> <td>Infield</td> <td>60 fc</td> <td>44 fc</td> </tr> <tr> <td>Outfield</td> <td>40 fc</td> <td>43 fc</td> </tr> <tr> <td>Ratio</td> <td></td> <td></td> </tr> <tr> <td>Infield</td> <td>1.2</td> <td>1.5</td> </tr> <tr> <td>Outfield</td> <td>2.0</td> <td>1.7</td> </tr> </table>	Infield	60 fc	44 fc	Outfield	40 fc	43 fc	Ratio			Infield	1.2	1.5	Outfield	2.0	1.7		<p>RE: Appendix III At the end of 2012 season fixtures on 2 poles behind grandstands were replaced by Musco. At the end of 2014 season 4 outfield poles fixtures were replaced by Musco. Fixtures on the 2 remaining baseline poles were to be replaced by Musco at the end of 2016 season, but work was deferred to a future date.</p>
Infield	60 fc	44 fc																
Outfield	40 fc	43 fc																
Ratio																		
Infield	1.2	1.5																
Outfield	2.0	1.7																
12.9.0 Batting Cage Gate	Free movement of batting cage to field recommended	Yes																
12.10.0 Backstop	Required behind home plate Screen integrity provided	Yes Yes																
12.11.0 Playing Field Tarp	Required (Recommended Short A/Rookie) Accessible Stored in safe manner	No N/A N/A	variance 2009															
13.0 MAINTENANCE																		
13.1.0 Facility Maintenance and Cleanliness	Maintenance program Public areas clean	Yes Yes																
13.2.0 Field Maintenance	Professionally maintained Proper equipment utilized	Yes Yes																

Detailed Compliance - Existing**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

13.2.2 Field Maintenance Materials	Drying material storage recommended	Yes	
13.2.4 Irrigation System	Recommended	Yes	
13.2.5 Field Drainage System	Recommended	Yes	Field reworked prior to 2017

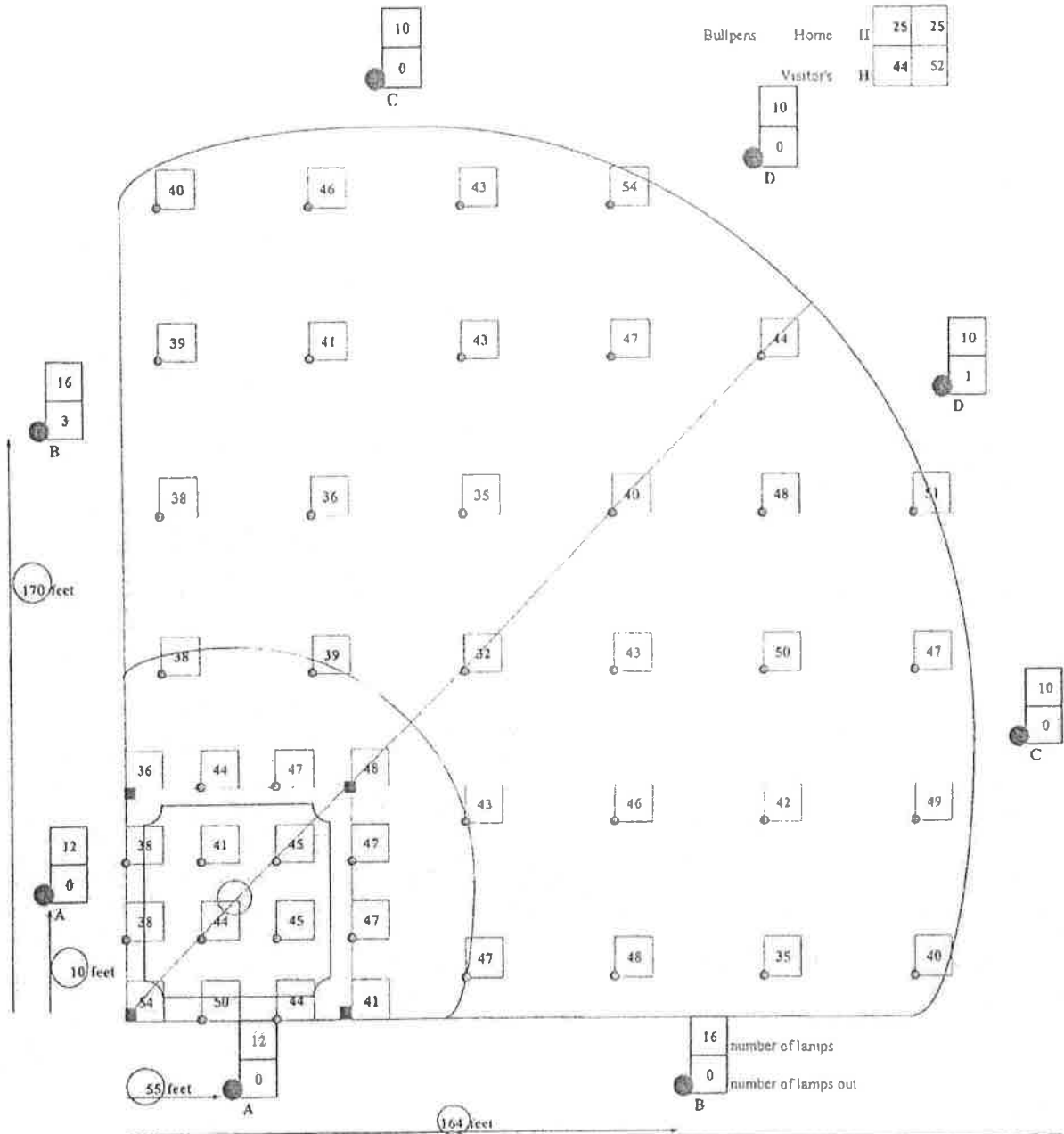




 Dimensions in box are actual field dimensions
 highlighted measurements are required / non-highlighted measurements are recommended

Appendix III Field Lighting

Minor League Facility Survey



Facility	Rawhide Ballpark	Number of Lamps	96			
Date of Readings	4/6/18	Lamps Out	4			
Date Installed	1989	Height of Poles	A: 100'	B: 60'	C: 90'	D: 90'
Manufacturer	Musco A, C & D poles/B poles unknown	Requirements	Actual PBA			
Lamp Type	MH	Infield	Average	44	60	
Lamp Watts	1500	Outfield	Ratio	54 / 36	1.5	1.2
Lamp No.	Sylvania M1500/BU-HOR		Average	43	40	
Light Meter	Minolta T-10 Calibrated April 2018		Ratio	54 / 32	1.7	2.0

Field Lighting Evaluation**Minor League Facility Survey**

City and Club Visalia Rawhide

League/Class California - A

Foot-candle Light Survey Data:

	Actual	PBA Criteria
Infield Average	44	60
Infield Ratio	1.5	1.2
Outfield Average	43	40
Outfield Ratio	1.7	2.0

Summary:

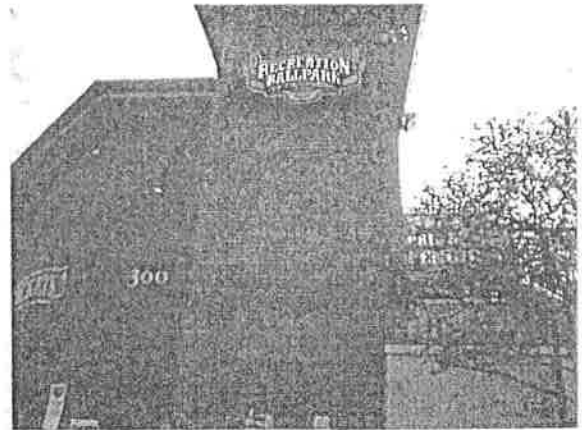
The infield lighting measures on this ballpark continue to underperform and are less than that required by PBA. The lighting system on this ballpark was installed more than a quarter century ago and maybe approaching its end of useful life? The lighting in its current state is not acceptable.

Recommendations:

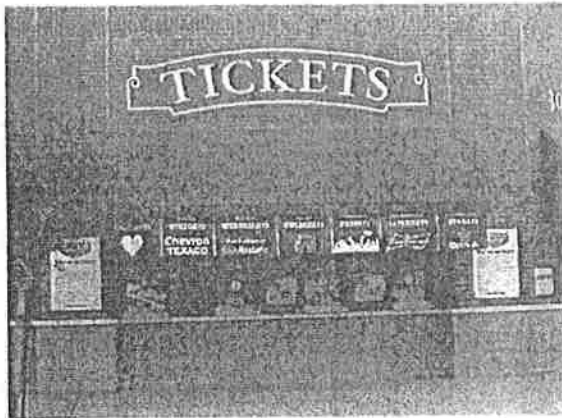
It would appear that additional luminaires are required, at least for the infield, to meet PBA requirements. Retain a qualified lighting designer to assess the problems with this system and develop corrective measures. As an alternative, contact a lighting system supplier and see what they would propose?



entrance



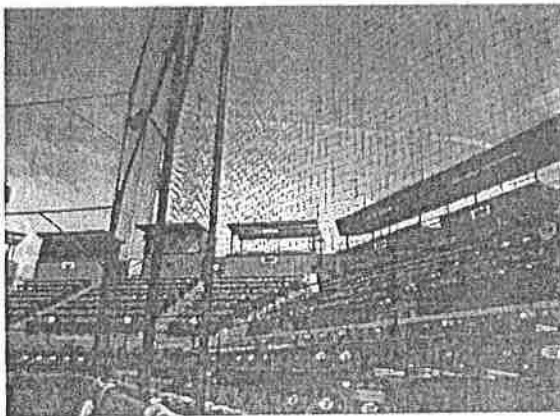
entrance gates



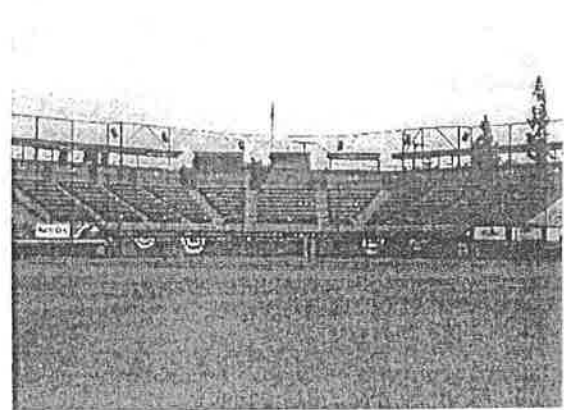
ticket windows



concourse



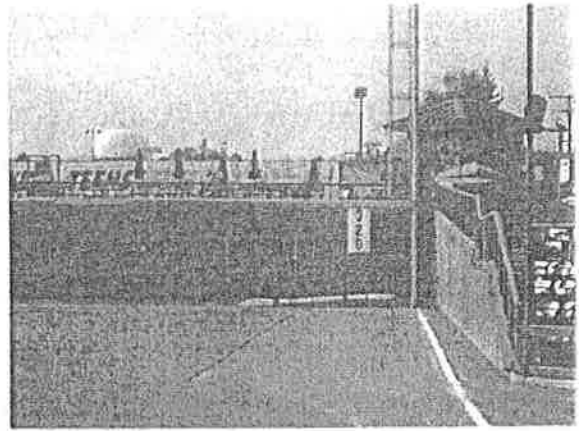
seating



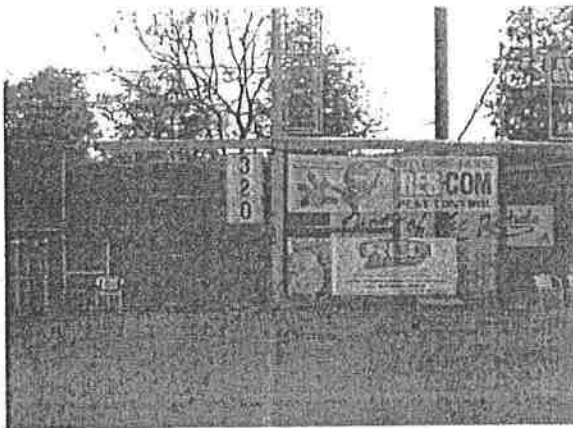
seating bowl



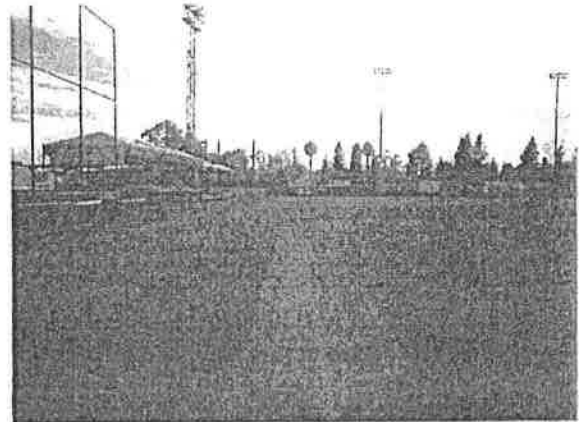
right field from home



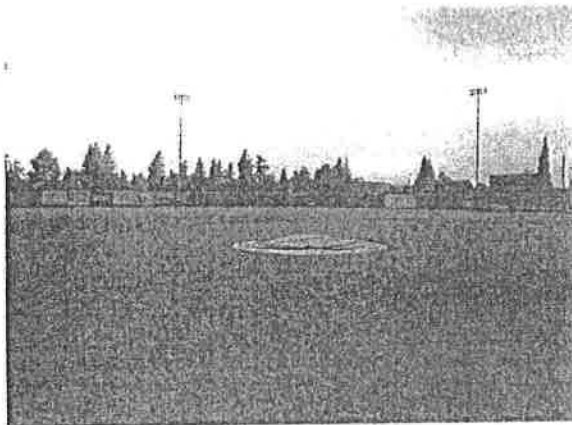
right field foul line from home



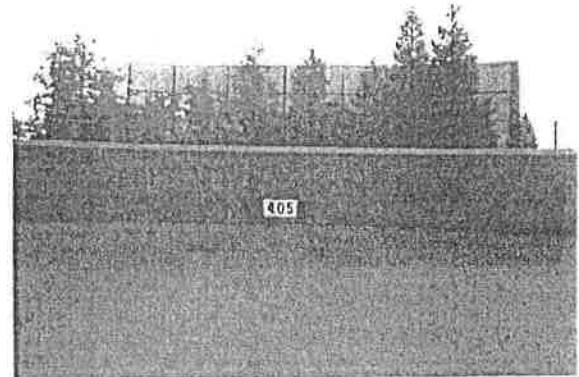
Left field foul line from home



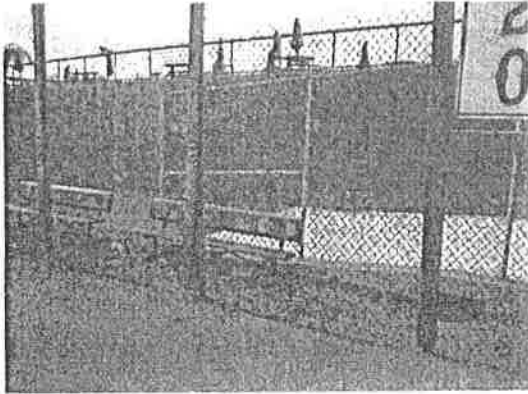
left field from home



Center field from home



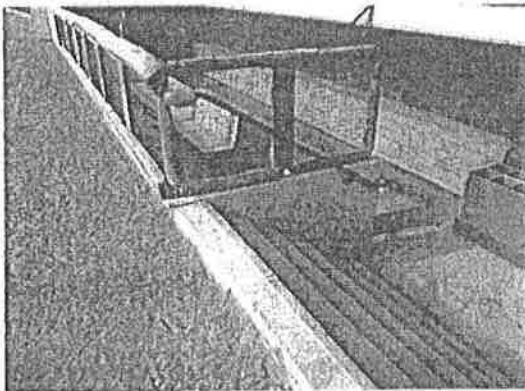
Batter's eye/close up & straight on



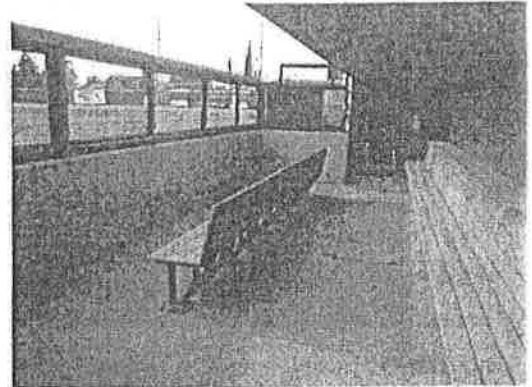
right field bullpen



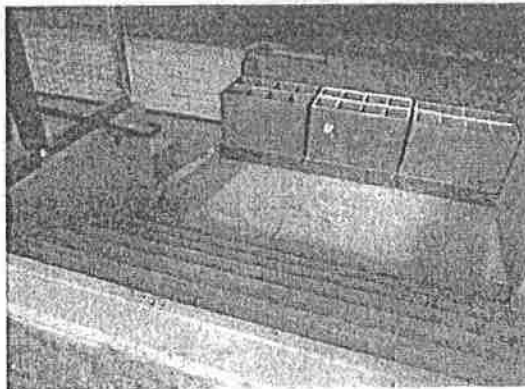
left field bullpen



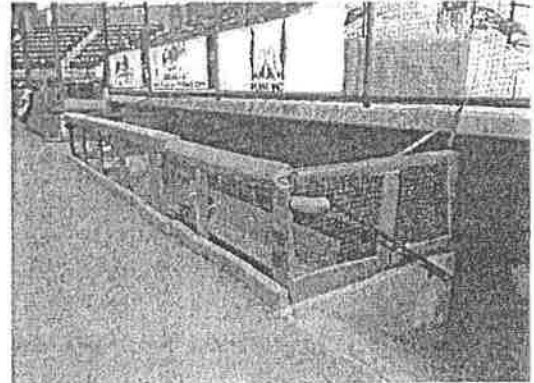
right field dugout / outside



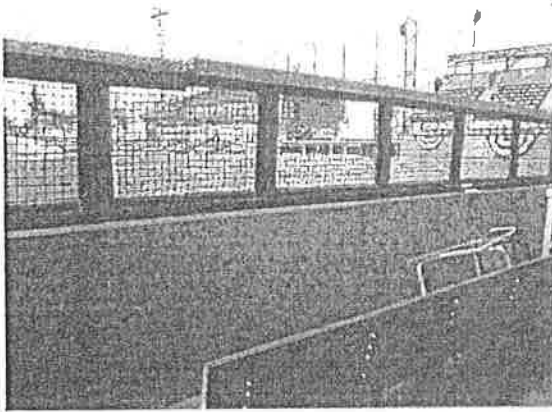
right field dugout / inside



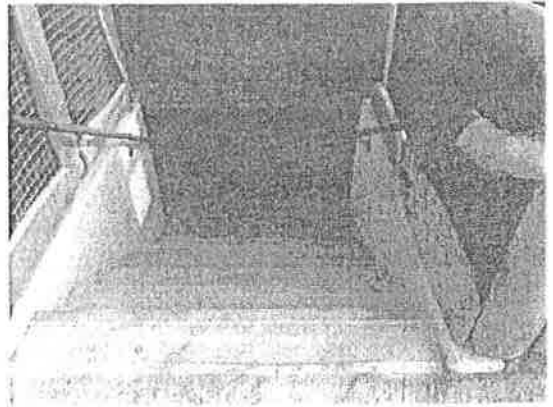
right field dugout / steps



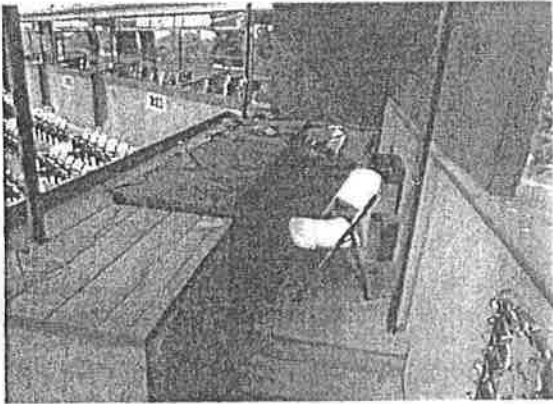
left field dugout/outside



left field dugout/inside



left field dugout/steps



media



umpires



umpires



home clubhouse / manager



home clubhouse / lockers



home clubhouse / training room



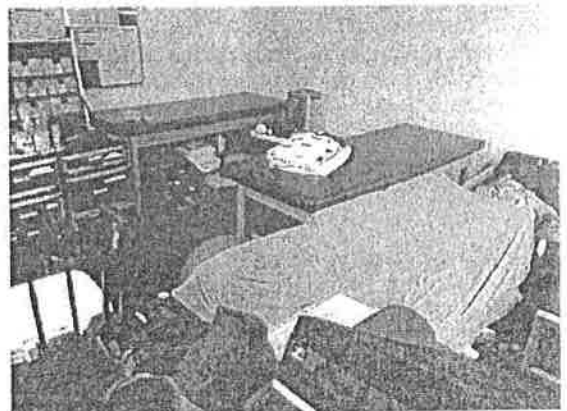
Visitor clubhouse / coaches



Visitor clubhouse / lockers



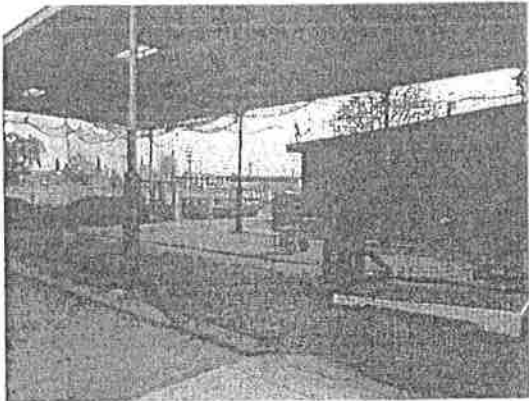
visitor clubhouse / lockers



visitor clubhouse / training room



scoreboard



Hitting tunnel

Exhibit D

Major Maintenance Responsibilities

“Major Maintenance” of the Premises shall be defined as, but shall not be limited to, maintenance, repair, and replacement of main systems on the Premises; which shall include, but not be limited to, the HVAC units and all HVAC ducting located on the Premises; the elevator located on the Premises, the roof of each building located on the Premises; repairs, including resurfacing of the paved parking areas contained on the Premises if necessary, significant maintenance, repairs or improvements to the electrical, plumbing or other systems, consisting of work valued at over \$2,500.00; and all other items determined by the Parties to be “Major Maintenance” of the Premises.

Routine or regular maintenance of the Premises or for any baseball game or stadium rental related maintenance shall be the responsibility of the Lessee. This specifically includes all maintenance required for the infield and outfield playing surfaces.

Exhibit E

Condition of Premises

All instances in which the Premises are not in compliance with the Facility Standards as set forth in the 2018 Facility Report prepared by Gould Evans Associates, LC.

Exhibit F

Insurance

1. Workers' compensation insurance as required by law.
2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
4. Liquor liability insurance in such amounts as industry standards dictate for Minor League Baseball facilities.

Each insurance policy required by this Lease Agreement shall contain the following clauses:

"This insurance shall not be cancelled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 425 E Oaks Avenue, Visalia, CA 93291."

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Lease Agreement, excepting policies for workers' compensation, shall contain the following clause:

"The City of Visalia, its elected officials, officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."

1 PROOF OF SERVICE

2 City of Visalia v. First Pitch Entertainment, LLC, et al.
3 Case No. VCU294607

4 STATE OF CALIFORNIA, COUNTY OF FRESNO

5 At the time of service, I was over 18 years of age and **not a party to this action**. I am
6 employed in the County of Fresno, State of California. My business address is 7647 North Fresno
7 Street, Fresno, CA 93720.

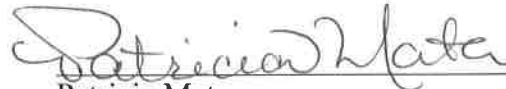
8 On February 6, 2023, I served true copies of the following document(s) described as
9 **VERIFIED CROSS-COMPLAINT FOR: DECLARATORY RELIEF** on the interested parties
10 in this action as follows:

11 Leonard C. Herr, Esq.
12 Ron Statler, Esq.
13 Herr Pedersen & Berglund LLP
14 Attorneys at Law
15 100 Willow Plaza, Suite 300
16 Visalia, California 93291
17 (559) 636-0200
18 lherr@hpblaw.net
19 rstatler@hpblaw.net

20 **BY ELECTRONIC SERVICE (E-MAIL):** Based on a court order or an agreement of the
21 parties to accept electronic service, my electronic service address is
22 patricia.mata@mccormickbarstow.com, and I caused the document(s) to be sent to the persons at
23 the electronic service address(es) listed in the Service List. I did not receive, within a reasonable
24 time after the transmission, any electronic message or other indication that the transmission was
25 unsuccessful.

26 I declare under penalty of perjury under the laws of the State of California that the foregoing
27 is true and correct.

28 Executed on February 6, 2023, at Fresno, California.


Patricia Mata