

CITY COUNCIL MEETING

February 4, 1981

APPROVE EXTENDED
LEASE AGREEMENT
VAN RUITEN

City Manager Graves informed the City Council that in November, 1976, Mr. Bert Van Ruiten entered into a lease agreement with the City to lease back property which the City had purchased from him for construction of the White Slough Water Pollution Control Facility expansion. The lease carried an "option to renew" clause which stated that the lessee would have an option to renew the lease for the same uses and under the same conditions for two additional terms of five years each. Lessee must exercise the option six months prior to the expiration of the initial term. Mr. Bert Van Ruiten has requested that he be allowed to renew the lease for the entire 10 year period commencing November 15, 1981. The amount of the rent for the total 15 year lease period was established under the terms of the initial lease. The lease amounts are as follows:

November 15, 1981 - November 14, 1986	\$21,123/yr.
November 15, 1986 - November 14, 1991	\$23,470/yr.

Mr. Van Ruiten has carried out the terms and conditions of his lease and Staff recommended that Mr. Van Ruiten be given the opportunity to renew this lease for the 10-year period commencing November 15, 1981.

On motion of Councilman Murphy, Hughes second, Council approved the request of Mr. Bert Van Ruiten to enter into a 10-year lease agreement with the City for the White Slough Water Pollution Control Facility property as heretofore outlined and authorized the Mayor and City Clerk to execute the lease agreement on behalf of the City.



CITY OF LODI

COUNCIL COMMUNICATION

TO: City Council
 FROM: City Manager
 DATE: January 30, 1981
 SUBJECT: White Slough Water Pollution Control Facility Lease Agreement

RECOMMENDED ACTION: That the City Council approve the request of Mr. Bert Van Ruiten to enter into a 10-year lease agreement with the City for the White Slough Water Pollution Control Facility property and authorize the Mayor and City Clerk to execute the lease agreement.

BACKGROUND INFORMATION: In November, 1976, Mr. Bert Van Ruiten entered into a lease agreement with the City to lease back property which the City had purchased from him for construction of the W.S.W.P.C.F. expansion. The lease carried an "option to renew" clause which stated that the lessee would have an option to renew the lease for the same uses and under the same conditions for two additional terms of five years each. Lessee must exercise the option six months prior to the expiration of the initial term. Mr. Bert Van Ruiten, under the attached letter, has requested that he be allowed to renew the lease for the entire 10-year period commencing November 15, 1981.

The amount of the rent for the total 15-year lease period was established under the terms of the initial lease. The lease amounts are as follows:

Nov. 15, 1981 - Nov. 14, 1986	\$21,123/yr.
Nov. 15, 1986 - Nov. 14, 1991	\$23,470/yr.

Mr. Van Ruiten has carried out the terms and conditions of his lease, and we feel that he should be given the opportunity to renew this lease for the 10-year period commencing November 15, 1981.

Jack L. Ronsko
 Public Works Director

attachment

JLR/eeh

APPROVED:

HENRY A. GLAVES, City Manager

FILE NO.

January 15, 1981

Mr. Henry A. Glaves, Jr.
City Manager
City of Lodi
221 W. Pine
Lodi, Ca. 95240

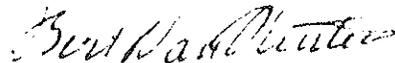
Dear Mr. Glaves:

I am presently leasing from the City of Lodi approximately 235 acres adjacent to White Slough Treatment Plant.

That lease terminates November 14, 1981. However, paragraph 5 grants me the option to renew for two successive five-year terms.

I hereby elect to renew the lease for a ten-year period commencing November 15, 1981 under the terms and conditions specified in the original lease.

Yours very truly,



Bert Van Ruiten
3261 W. Sargent Rd.
Lodi, Ca. 95240

JAN 19 1981

forth. In the event it is physically or legally impossible for Lessee to place the demised premises under a land conservation contract, then the term and rent to be paid shall be subject to renegotiation between the parties hereto.

3. TERM: The term of this Lease shall be for a period of five (5) years, commencing November 15, 1976, and terminating at midnight on November 14, 1981.

4. RENT: In consideration of said Lease, Lessee agrees to pay to Lessors, as rent for the demised premises, the sum of \$15,255.50 per year, during the initial five-year term hereof. Said yearly rental shall be paid semi-annually, to-wit: the sum of \$7,627.75 on or before May 15, and a like sum of \$7,627.75 on or before November 15 of each year during the initial term hereof.

5. OPTION TO RENEW LEASE: Provided Lessee has complied with all of the terms and conditions of this Lease on his part to be performed, Lessor hereby grants to Lessee an exclusive, irrevocable option to renew the within Lease, subject to the same uses and conditions for two additional terms of five (5) years each. Lessee must notify Lessor, in writing, of his intention to exercise the successive five-year options at least six (6) months prior to the expiration of the initial term, or six (6) months prior to the expiration of any additional term. In the event Lessee exercises said options to renew this Lease, then the rent to be paid by Lessee to Lessor shall be paid semi-annually, as hereinabove set forth,

and shall be in the following amounts:

(a) For the period November 15, 1981, to, and including, November 14, 1986, the sum of \$21,123.00 per year.

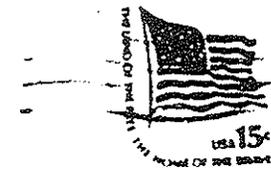
(b) For the period November 15, 1986, to, and including, November 14, 1991, the sum of \$23,470.00 per year.

In the event Lessee fails to exercise his option to renew this Lease for the period November 15, 1981, to November 14, 1986, then the second five-year option herein granted shall expire, and the Lessee shall, on or before November 14, 1986, furnish to Lessor a Quitclaim Deed to the demised premises.

6. USE: The demised premises shall be used solely for the purpose of growing, cultivating, fertilizing, irrigating, and harvesting of agricultural crops. During the initial term of this Lease, and any extension thereof, it is understood and agreed by the parties hereto that Lessee shall be required to accept certain waste water from City's White Slough sewer treatment facilities. In this regard, Lessor agrees to furnish, and Lessee agrees to accept, on the demised premises, and adjacent premises owned by Lessee, the following approximations of sewage waste water discharges, which shall be reevaluated, from time to time by Lessor:

Table of sewage effluent waste water discharges for fifteen-year period, reported in million gallons per day:

Bert Van Ruiten
3261 W. Sargent Rd.
Lodi, Ca. 95240



Mr. Henry A. Glaves, Jr., City Manager
City of Lodi
221 W. Pine
Lodi, Ca. 95240

CITY COUNCIL

WALTER KATNICH, Mayor
JAMES A. McCARTY, Mayor Pro Tem
RICHARD L. HUGHES
ROBERT C. MURPHY
JAMES W. PINKERTON, Jr.

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
LODI, CALIFORNIA 95240
(209) 334-5634

HENRY A. CLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

March 11, 1981

Mr. Bert Van Ruiten
3261 Sargent Road
Lodi, CA 95240

Dear Mr. Van Ruiten:

Enclosed please find an original and three copies of the Amendment to the Initial Lease Agreement for the property adjacent to White Slough, renewing the initial Lease for a term of ten years, commencing November 15, 1981 and terminating at midnight on November 14, 1991, which was approved by the Lodi City Council at a regular meeting held February 4, 1981.

Please execute all copies and return them at your earliest convenience. A fully executed copy will be returned to you for your files.

Should you have any questions, please do not hesitate to call.

Very truly yours,

Alice M. Reimche
City Clerk

AR:dg

Enc.

AMENDMENT TO LEASE

WHEREAS, the CITY OF LODI, hereinafter referred to as "LESSOR", and BERT VAN RUITEN, hereinafter referred to as "LESSEE" entered into a Lease on November 3, 1976 for the premises described as follows:

Those certain premises described in Exhibit "A" attached hereto, and by this reference, made part hereof.

WHEREAS, pursuant to Section 5 of the Lease entered into on November 3, 1976 between Lessor and Lessee, Lessee has complied with all of the terms and conditions of the Lease, and requests and desires to renew the initial Lease for a term of ten (10) years, terminating at midnight on November 14, 1991;

NOW, THEREFORE, Lessee and Lessor hereby amend said Lease as follows:

I. SECTION 3 of said Lease is hereby amended to read as follows:

The term of this Lease shall be for a period of ten (10) years, commencing November 15, 1981 and terminating at midnight on November 14, 1991.

II. SECTION 4 of said Lease is hereby amended and shall read as follows:

4. RENT: In consideration of said Lease, Lessee agrees to pay to Lessor, as rent for the demised premises, the sum of \$15,255.50 per year, during the initial five-year term hereof. Said yearly rental shall be paid semi-annually, to wit: the sum of \$7,627.75 on or before May 15, and a like sum of \$7,627.75 on or before November 15 of each year during the initial term hereof.

The rent to be paid by Lessee to Lessor shall be paid semi-annually as hereinabove set forth and shall be in the following amounts:

For the period November 15, 1981 to and including November 14, 1986, the sum of \$21,123.00 per year.

For the period November 15, 1986 to and including November 14, 1991, the sum of \$23,470.00 per year.

III. SECTION 18 of said Lease is hereby amended by the addition to it of the following paragraph:

Lessee shall also maintain at his expense, fire insurance on all buildings on said premises.

IV. Any assignment or subleasing of said agreement must be agreed to by Lessor prior to entering into same, and a copy of said assignment or sublease of agreement shall be on file with the City Clerk of the City of Lodi.

V. All other conditions, covenants, and provisions of the Lease entered into on November 3, 1976 shall be binding on Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Lease this 5th day of February, 1981.

CITY OF LODI, a municipal corporation

By WALTER J. KATNICH
MAYOR

By BERT VAN RUITEN

Hereinabove called "LESSOR"

Hereinabove called "LESSEE"

Attest:

ALICE M. REIMCHE
CITY CLERK

A portion of the North half of Sections 25 and 26, Township 3 North, Range 5 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at a point on the northerly line of said Section 25; distant along said line North $89^{\circ} 22' 52''$ West, 3,407.31 feet from the Northeast corner of said Section 25, said point being also the northwesterly corner of that parcel of land deeded to the State of California and recorded November 5, 1970 in Book 3455, page 428, San Joaquin County Records; thence along the westerly line of said parcel the following four courses: (1) South $19^{\circ} 12' 32''$ East, 122.94 feet; (2) South $15^{\circ} 29' 46''$ East, 364.22 feet; (3) South $13^{\circ} 21' 29''$ East, 2,226.73 feet; (4) South $13^{\circ} 02' 23''$ East, 29.34 feet to a point in the South line of the North half of said Section 25; thence Westerly, along the South line of the North half of said Sections 25 and 26 to the southeasterly corner of that parcel of land described as Unit B in deed to the State of California and recorded December 14, 1970 in Book 3467, page 349, San Joaquin County Records; thence North $22^{\circ} 22' 16''$ West, along the easterly line of said parcel, 2890.74 feet to a point in the North line of said Section 26; thence Easterly, along the North line of Section 26 and Section 25 to the point of beginning.

Containing 234.7 acres, more or less.

TOGETHER WITH an easement through and across Grantor's remaining property, which easement is described as follows:

That certain real property located in the County of San Joaquin, State of California, more particularly described as:

PARCEL 1: A portion of the North half of Section 25, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, being more particularly described as follows:

Beginning at the Northeast corner of said Section 25; thence North $89^{\circ} 22' 52''$ West, along the North line of said Section, 3150.33 feet to the Northeast corner of that parcel of land deeded to the State of California and recorded November 5, 1970 in Book 3455, page 428, San Joaquin County Records; thence South $17^{\circ} 38' 06''$ East, along the Easterly line of said parcel, 29.48 feet to a point which lies 20.00 feet South of the North line of said Section; thence South $89^{\circ} 22' 52''$ East, to a point in the East line of said Section; thence Northerly, along said East line, 28.00 feet more or

less to the point of beginning.

PARCEL II: A portion of the Northwest Quarter of Section 30, Township 3 North, Range 6 East, Mount Diablo Base and Meridian being more particularly described as follows:

Beginning at the Northwest corner of said Section 30; thence Southerly along the West line of said Section, 28.00 feet; thence South $89^{\circ} 22' 52''$ East, to a point in the Westerly line of THORNTON ROAD; thence North $50^{\circ} 21' 38''$ West, along said Westerly line, to the point of beginning.

RESERVING AND EXCEPTING unto Grantor the following:

All oil, oil rights, minerals, mineral rights, natural gas, natural gas rights, and other hydrocarbons by whatsoever name known that may be within or under the parcel of land hereinabove described, together with the perpetual right of drilling, mining, exploring, and operating therefor, and removing the same from, said land or any other land, including the right to whipstock or directionally drill and mine from lands other than those hereinabove described, oil or gas wells, tunnels, and shafts into, through, or across the subsurface of the land hereinabove described, and to bottom such whipstock or directionally drilled wells, tunnels, and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen, and operate any such wells or mines, without, however, the right to drill, mine, explore, and operate through the surface or the upper 100 feet of the subsurface of the land hereinabove described or otherwise in such manner as to endanger the safety of any highway that may be constructed on said lands.

All pumps, motors, and wells located hereon and an easement and right of way in gross over, under, along, across, and through the north, south, and west side hereof for the erection, construction, maintenance, and operation of a domestic and/or irrigation water production, transmission, storage and/or drainage system, and all incidental purposes for the benefit of subject property and all of grantor's remaining property to the east, together with pole lines, necessary cross arms, and wires for transmission of energy and all other incidental purposes with right of entry over the remainder of said land for the purpose of erecting, constructing, laying, maintaining, repairing, and operating same.

RESERVING AND EXCEPTING therefrom all right, title, and interest in water right Application 12572, Permit 7424, License 3906.

RESERVING AND EXCEPTING to Grantor, his heirs, successors, and assigns, the right of way obligations and benefits to Grantor and entities authorized by the Department of Water Resources to come upon subject property and perform all work agreed to be performed pursuant to Right of Way Contract, dated September 18, 1970, Stockton, California, District 10, W.O. (DWR) 5900-0801, EA 926031, Sub. Job No. 30178, Delta Peripheral Canal, Parcel No. DPC-145 (WH 8841) and Temporary Entry Permit DPC-145, dated February 6, 1974, which said Contract and Permit are incorporated herein by reference.

RESERVING AND EXCEPTING to Grantor, his heirs, successors, and assigns, the right of way obligations and benefits to Grantor and entities authorized by the State Highway Department, and its successors in interest, to come upon the subject property and perform all work agreed to be performed pursuant to Right of Way Contract No. 080902, dated September 18, 1970, which Contract is incorporated herein by reference.

Grantee agrees to share equally with Grantor in the maintenance of the easement granted over parcels I and II above.