

## COUNCIL COMMUNICATION

TO THE CITY COUNCIL  
FROM THE CITY MANAGER'S OFFICE

DATE  
July 1, 1987

NO.

SUBJECT Approve Agreement between Lodi Grape Festival and National Wine Show and the City of Lodi for the lease of the Golf Driving Range Property

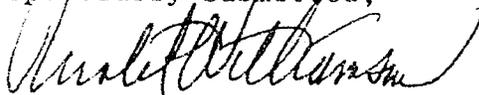
PREPARED BY: Director, Parks and Recreation

RECOMMENDED ACTION: That the City Council approve the attached agreement between the Lodi Grape Festival and National Wine Show and the City of Lodi for the lease of the Golf Driving Range Property.

BACKGROUND INFORMATION: The Golf Driving Range Property Agreement officially puts into written form an agreement between the Lodi Grape Festival and National Wine Show and the City of Lodi for the lease of said property, our sub-leasing to a golf driving range concessionaire/operator, and general understanding of use, operations, maintenance, insurance, structure policies, uses seasonally by the Festival for their annual Grape Festival, as well as special events, etc.

It has been the policy, and we are recommending that the request by the Festival Board of 50% rental in relation to golf ball sales, be continued and that this contract/agreement will run from July 1, 1987, to June 30, 1990, a three (3) year period of time.

Respectfully submitted,



Ron Williamson, Director  
Parks and Recreation

RW:jd  
Attach.

RESOLUTION NO. 87-76

RESOLUTION APPROVING CITY OF LODI AND LODI GRAPE FESTIVAL AND NATIONAL WINE  
SHOW LEASE AGREEMENT FOR GOLF DRIVING RANGE

RESOLVED, that the City Council of the City of Lodi does hereby approve City of Lodi and Lodi Grape Festival and National Wine Show Lease Agreement for Golf Driving Range.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to execute the agreement on behalf of the City.

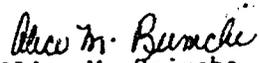
Dated: July 1, 1987

I hereby certify that Resolution No. 87-76 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 1, 1987 by the following vote:

Ayes: Council Members - Hinchman, Pinkerton, Reid, Snider,  
and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Alice M. Reimche  
City Clerk

CITY OF LODI AND LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW

LEASE AGREEMENT FOR GOLF DRIVING RANGE

JULY 1, 1987 TO JUNE 30, 1990

LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and between LODI GRAPE FESTIVAL & NATIONAL WINE SHOW, a non-profit corporation, hereinafter called LESSOR, and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called LESSEE:

WITNESSETH THAT:

1. LESSOR hereby leases unto LESSEE that certain real property situate in the City of Lodi, County of San Joaquin, State of California, more particularly described as follows:

The East 525 feet of the following described parcel: Commencing at the Southeast corner of the Northeast 1/4 of Section 1, Township 3 North Range 6 East, along the East line of Section 1 North 660 feet; thence N. 89 degrees 41' 30" W., 1320 feet; thence 749.1 feet; thence N. 86 degrees 26' E., 1322.6 feet to the point of beginning and containing 21.35 acres of land.

(Hereinafter known as "the facility".)

2. It is understood that said facility shall be used by LESSEE only for the purpose of conducting a golf driving range, and/or other

sports-type operations, along with such other customary auxiliary services as are generally provided at such facility.

LESSOR reserves the right to approve or disapprove any SUB-LESSEE.

3. This lease shall commence as of July 1, 1987, and terminate on the 30th day of June, 1990.

4. It is understood that LESSEE will sublet said facility to an individual or individuals for the purpose of operating said golf driving range, and/or other related sports activity, and that as a part of said rental, LESSEE shall be entitled to a percentage of the receipts from the use of the facility. As rent for this lease, it is understood and agreed that LESSEE shall pay to LESSOR 50 per cent of all of the revenue received by LESSEE from the operator of the facility for the rental of the golf balls. Rent from any additional sports enterprises would be negotiable. LESSEE shall pay said rent to LESSOR monthly or immediately after receiving receipts from Sub-LESSEE. It is expressly understood that no other sub-letting of the property by the LESSEE or its Sub-LESSEE shall be permitted.

5. It is understood and agreed that all surface improvements on the demised premises, including buildings, poles and lights, are the property of LESSEE and may be removed by LESSEE at the termination of this lease or sooner, provided that the LESSEE is not in default in any of the terms and provisions hereof.

6. It is understood and agreed that neither the LESSEE nor Sub-LESSEE will attach any permanent buildings or fixtures to the grounds without first obtaining written permission of the LESSOR.

7. It is understood and agreed that neither LESSEE nor Sub-LESSEE of said facility shall be entitled to use or occupy said land during the annual Grape Festival, i.e., the three days immediately preceding the opening day of the Festival and the two days following the Festival, and that neither LESSEE nor Sub-LESSEE is to water the lawn area for three days prior to the first day of the Festival. Watering of the lawn area will not be reinstated until after the Festival and said facility is returned to Sub-LESSEE as it was received. The area commonly known as the putting green may be watered during the time of the Festival.

8. It is understood and agreed that, in the event LESSOR rents the Festival grounds for major events requiring use of the facility, LESSEE and Sub-LESSEE will suspend operation of the facility and will permit LESSOR full use of the lawn area for use as may benefit LESSOR. LESSOR is to return lawn area to LESSEE in clean condition within 48 hours of the conclusion of said event. Neither LESSEE nor Sub-LESSEE shall water the lawn area for three days prior to the first day of each such event. For the privilege of preemption, LESSOR agrees to reimburse Sub-LESSEE at the rate of One Hundred Dollars (\$100) per day of actual use by LESSOR, it being understood this provision shall not apply to the annual Grape Festival period, the week preceding and two days following. In no event shall LESSOR preempt LESSEE or

Sub-LESSEE more than five (5) events per year, exclusive of the annual Grape Festival period as identified in paragraph 7.

9. It is understood and agreed that the LESSOR may cancel this lease upon giving the LESSEE twelve (12) months' written notice prior thereof. It is understood that the same conditions would prevail should LESSEE want to terminate.

10. If for any reason the LESSEE shall terminate its sub-lease with the facility operator of record at time of this Agreement, it is understood that no new sub-lease will extend beyond the expiration time of this document.

11. LESSEE covenants and agrees to properly care for, water and mow the present lawn and turf located on the demised property.

12. LESSEE does hereby agree to indemnify, defend and save LESSOR harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time that LESSEE or its Sub-LESSEE is using said leased premises. LESSEE agrees, at all times during the continuance of this lease, to maintain public liability and property damage insurance in the amounts of \$1,000,000/\$1,000,000, each occurrence, covering its use, occupancy, and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the LESSORS, its officers and employees, and the County of San Joaquin, State of California are named

as additional insureds and that such liability policy or policies are primary insurance as to any similar insurance carried by the LESSOR. LESSEE shall furnish LESSOR with satisfactory proof of the carriage of insurance required by the LESSOR, and there shall be a specific contractual liability assumed by LESSEE pursuant to the lease. Any policy of insurance required of LESSEE under this lease shall also contain an endorsement providing that at least thirty (30) days' notice must be given in writing to LESSOR of any pending change in the limits of liability or of any cancellation or modification of the policy or policies.

13. LESSEE shall require any Sub-LESSEE to also maintain insurance policies as provided for herein and to provide proof of insurance and all endorsements, as provided herein, to LESSOR.

14. In the event LESSEE is self-insured, LESSEE shall provide a certificate of self-insurance in a form satisfactory to LESSOR.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first hereinabove written.

LESSEE

CITY OF LODI, a municipal  
corporation of the State of  
California

By \_\_\_\_\_  
THOMAS A. PETERSON  
City Manager

ATTEST:

\_\_\_\_\_  
ALICE M. REIMCHE  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
RONALD M. STEIN  
City Attorney

agrfesti/txta.01v

LESSOR

LODI GRAPE FESTIVAL AND NATIONAL  
WINE SHOW, a non-profit corporation

By \_\_\_\_\_  
President

By \_\_\_\_\_  
General Manager