



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
MEETING DATE: July 1, 1987
AGENDA TITLE: Approve White Slough Lease Agreement with the University of California (Area West of Thornton Road, Approximately Two Miles South of Highway 12)

RECOMMENDED ACTION: That the City Council authorize the City Manager and City Clerk to execute the Lease Agreement between the City of Lodi and the University of California.

BACKGROUND INFORMATION: The University of California and Dale Chapman, our current lessee of the 1.1 acre tree research plot at the White Slough Water Pollution Control Facility, have requested continuation of the lease in the name of the University of California. The Chapman Forestry Foundation lease expires June 30, 1989. The University would like to continue the variety trial planting program at White Slough for the period July 1, 1989 to June 30, 1997. Because of the long-term nature of the tree research, the University needs relatively long commitments and lead time in order to plan their trial planting program.

The concept of this Lease Agreement has been reviewed and approved by the City Attorney. The current lease has no rental amount and the proposed lease would also have no rental amount for the 1.1 acres involved.

Jack L. Ronsko
Public Works Director

JLR/FEF/ma

cc: Wastewater Treatment Supervisor

APPROVED:

THOMAS A. PETERSON, City Manager

FILE NO.

STANDARD LEASE AGREEMENT WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AS LESSEE

This lease is entered into as of July 1, 1989, by and between the City of Lodi (Lessor) and the Regents of the University of California, a corporation (University).

1. DESCRIPTION. Lessor hereby leases to University the premises described as follows:

Exhibit A - Chapman Lease 1.1 acres

2. TERM. The term of this lease shall be for the period beginning July 1, 1989, and ending at midnight June 30, 1994.

3. RENT. The total rent is none dollars (\$ none), payable on the following dates and in the following amounts:

4. OPTIONS TO EXTEND. University is hereby granted the option to extend the term of this lease upon these same terms and conditions for the following period(s):

Not applicable.

University shall give Lessor written notice of the exercise of the option not applicable days prior to expiration of this lease.

5. UTILITIES AND SERVICES. Lessor shall pay for all utilities and services, with the following exception(s):

None.

6. LESSOR'S IMPROVEMENTS. Prior to the commencement of the term of this lease and at its own expense, Lessor shall complete the following alterations and improvements:

None.

7. NOTICES. All notices under this lease shall be effective only if made in writing and delivered by personal service, by registered mail, or as otherwise may be required by law, as follows:

To University: Director of Administrative Services
 University of California
 Division of Agriculture and Natural Resources
 2120 University Ave.
 Berkeley, CA 94720

MODIFIED LEASE PROVISIONS WITH
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AS LESSEE

1. THE PROPERTY.

The area to be leased by Lessee from Lessor is more specifically set forth and shown on and outlined on Exhibit A attached hereto and that area is outlined in red. Lessee is also given the right of ingress and egress to said property over the existing dirt road, which is indicated by a green line on Exhibit A. Lessee does hereby acknowledge that its right of ingress and egress is non-exclusive and that said road is used by Lessor and other tenants of Lessor for other property adjacent to the leased property. In the event that Lessee's use of said roadway easement results in greater repair and maintenance than that heretofore required, then any extra repairs or maintenance shall be the responsibility and shall be paid for by Lessee.

2. OBLIGATION TO MAINTAIN.

It shall be Lessee's obligation to maintain fencing on the boundary of the leased property sufficient to prevent grazing animals being pastured on Lessor's remaining property from entering upon the property being leased to Lessee.

3. PLANTING APPROVAL.

Lessee agrees that said premises shall be used only for the purpose of raising and growing trees or other types of vegetation, which plantings shall have the prior approval of the Lessor.

4. PRIMARY PURPOSE OF LAND.

Lessee accepts this lease with the understanding that Lessor may terminate said lease as to any portion of the leased property that may be required by Lessor in the construction, maintenance, or operation of the White Slough Water Pollution Control Plant facilities at the sole discretion of Lessor. Lessor shall give Lessee at least 60 days prior notice in writing of its intention to withdraw from the terms of said lease such property as may be required by Lessor.

5. MAINTENANCE.

Lessee agrees to control the weeds within the property shown on Exhibit A so that there are no problems with mosquitos or fire hazards. If a mosquito problem or fire hazard is created by Lessee and the necessary weed abatement is not done by Lessee, then said weed clearing will be done by Lessor for the account of and at the cost to Lessee, who shall be responsible for payment of said abatement program.

6. WATER.

Lessor will, to the best of its ability, provide irrigation as desired by Lessee by using the existing automatic sprinkler system, but Lessor shall be under no responsibility to guarantee the continuing existence of said water supply. Lessor will be responsible for the maintenance of the sprinkler system.

7. TERMINATION OF LEASE.

Upon the termination of this agreement, if so requested by Lessor, then Lessee will, at its sole cost and expense, remove all trees, stumps and vegetation from the subject parcel and shall leave said parcel in the same condition as the property was prior to the trees and/or vegetation being planted.

8. SUBLET OF LEASE.

This lease cannot be assigned or sublet without the prior written consent of Lessor. In the event that any legal action is instituted to enforce any of the terms or conditions of this lease, the prevailing party in any such litigation shall be entitled to any attorney's fees that shall be fixed by the court in that action.

9. HOLD HARMLESS.

Lessee agrees to indemnify and hold lessor free and harmless from any claims or demands for injury or damages to persons or property that may result from Lessee's use and occupancy of said lease property provided such claims demands or damages are caused by or result from the negligent act or omissions of lessee, its officers, agents and employees or any person or persons under lessee's direct supervision and control.

10. USE OF PREMISES.

University shall use the premises only for University business.

11. HOLDING OVER.

University's holding over with the consent of Lessor after expiration of the term shall create only a tenancy from month to month upon the terms and conditions specified in this lease.

12. ALTERATIONS.

University may make any alterations, improvements, or additions on the premises with prior approve from Lessor.

13. NONLIABILITY AND INDEMNIFICATION OF LESSOR.

University agrees to indemnify Lessor for liability or claim for damage for personal injury, death, or property damage resulting from University's own acts or omissions on the premises during the term of this lease.

14. INSURANCE REQUIREMENTS FOR ALL LEASE AGREEMENTS.

The Regents of the University of California agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage or injury, including death, results or is claimed to have resulted, from any act or omission on the part of The Regents of the University or agents or employees in the implementation of this contract.

"University at its sole cost and expense shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. "Comprehensive Form General Liability Insurance or an equivalent program of Self-Insurance (automobile owned, non-owned, contractual, products and completed operations coverages included) with a combined single limit no less than \$1,000,000 per occurrence. If such form of coverage would not be obtainable then:

2. "Commercial Form General Liability Insurance or an equivalent program of Self-Insurance with limits as follows:

(a) General Aggregate	\$5,000,000
(b) Products Completed Operations Aggregate	5,000,000
(c) Personal and Advertising Injury	1,000,000
(d) Each Occurrence	1,000,000

However, if such Insurance or program of Self-Insurance is written on a claims-made form following termination of this Agreement coverage shall survive for a period of no less than five years. Coverage shall provide for a retroactive date of placement coinciding with the effective date of this Agreement.

3. "Business Auto Liability Insurance or an equivalent program of Self-Insurance for owned scheduled, non-owned, or hired automobiles with a combined single limit no less than \$1,000,000 per occurrence.

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the City Attorney after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days' prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the White Slough 1.1 Acre Tree Test Plot that it is insuring. If there has been no such delivery within fortyeight (48) hours prior to the commencement of any portion of the project, this lease shall be null and void and the project shall be cancelled. A duplicate or certificate of said insurance must be in the City's hands at the time of the execution of the lease agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this lease shall apply and be construed as applying to any subtenant of the Regents of the University of California.

15. ATTORNEY'S FEES.

In the event University or Lessor brings suit against the other to enforce rights under this lease, the prevailing party shall recover from the other reasonable attorney's fees to be fixed by the court.

16. ENTRY OF PREMISES BY LESSOR.

Lessor may enter at reasonable times to inspect the premises and to make necessary repairs.

17. NOTICE.

Any notice or communication regarding this agreement shall be addressed to the respective parties as follows:

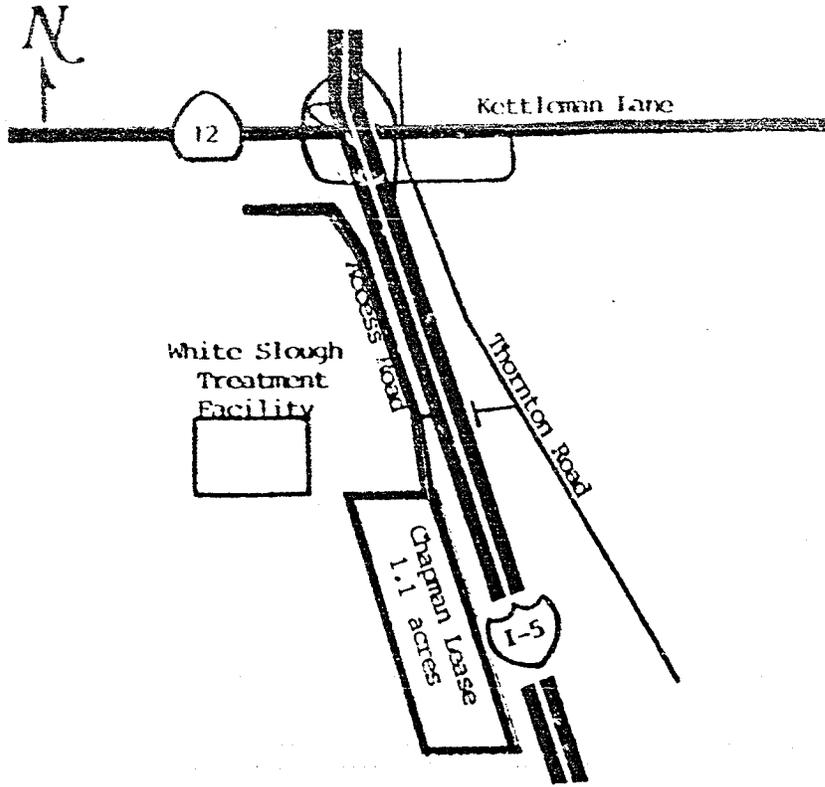
City of Lodi
P.O. Box 320
Lodi, CA 95241

Attention: Public Works Director

University of California
Division of Agriculture and Natural Resources
2120 University Ave.
Berkeley, CA 94720

Attention: Director of Administrative Services

EXHIBIT A



To Lessor: City of Lodi

By written notice to the other, either party may change its own mailing address.

8. STANDARD LEASE PROVISIONS. Attached and incorporated as if completely set out here at length are the Standard Lease Provisions with The Regents of the University of California as Lessee, November, 1982. In the event of conflict between the Standard Lease Provisions and this Standard Lease Agreement, the terms of the Agreement shall control.

9. EXCEPTIONS TO STANDARD LEASE PROVISIONS. The following numbered paragraph(s) of the Standard Lease Provisions with The Regents of the University of California as Lessee are modified as set forth below:

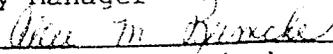
See attached modified lease provisions.

The parties have executed this lease on the day and year first written above.

Lessor: CITY OF LODI, CALIFORNIA



by Thomas A. Peterson
City Manager

ATTEST: 

Alice M. Reimche
City Clerk

The Regents of the University of California:

by

by

Attachment: Standard Lease Provisions with the
Regents of the University of California as Lessee