

8/197

CITY COUNCIL MEETING
JULY 5, 1984

Continued July 5, 1984

240
AGREEMENT WITH
COUNTY RE GOLF
DRIVING RANGE
APPROVED

COUNCIL ADOPTED RESOLUTION NO. 84-094 APPROVING AGREEMENT
WITH THE COUNTY OF SAN JOAQUIN REGARDING USE OF THE GRAPE
FESTIVAL GROUNDS FOR THE PURPOSE OF CONDUCTING A GOLF
DRIVING RANGE AND AUTHORIZED THE MAYOR AND CITY CLERK TO
EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

RES. NO. 84-094

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA

R-84 _____

RESOLUTION APPROVING LEASE FROM LODI GRAPE FESTIVAL & NATIONAL WINE
SHOW TO THE CITY OF LODI FOR A GOLF DRIVING RANGE

WHEREAS, the Lodi Grape Festival & National Wine Show, a nonprofit corporation, and the City of Lodi have entered into a lease effective July 1, 1984, of a portion of the premises of the Lodi Grape Festival Grounds for the purpose of conducting a golf driving range;

NOW, THEREFORE, BE IT RESOLVED that said lease be, and it hereby is, approved, and that the Chairman of this Board of Supervisors be, and he hereby is, authorized and directed to endorse said approval on said lease.

PASSED AND ADOPTED this _____ day of _____, 1984, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

GEORGE BARBER, Chairman
Board of Supervisors
County of San Joaquin
State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By _____
Deputy Clerk

L E A S E

THIS LEASE, made and entered into this _____ day of _____, 1984, 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; (Property description subject to revision for clarification purposes)

The East 525 feet of the following described parcel; Commencing at the Southeast corner of the Northeast $\frac{1}{4}$ 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.

2. It is understood that said property shall be used by LESSEE only for the purpose of conducting a golf driving range thereon along with such other customary auxiliary services as are generally provided at golf driving ranges. LESSOR reserves the right to approve or disapprove any SUB-LESSEE.

3. This lease shall commence as of July 1, 1984, and terminate on the 30th day of June, 1987.

4. It is understood that LESSEE will sublet said premises to an individual or individuals for the purpose of operating said golf driving range, and that as a part of said rental, LESSEE shall be entitled to a percentage of the receipts from the use of golf balls. 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 range for the rental of the golf balls. 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 Golf Driving Range 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 Festival and the two days following Festival, and that neither LESSEE nor Sub-LESSEE is to water the lawn area for at least three days prior to the 1st day of Festival. Watering of the lawn area will not be reinstated until after the Festival and said Golf Range property 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 Golf Range property, LESSEE and Sub-LESSEE will suspend operation of the Golf Driving Range 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 useable condition. Neither LESSEE or sub-LESSEE shall water the lawn for at least three days prior to the 1st day of each event. For the privilege of preemption, LESSOR agrees to reimburse sub-LESSEE at the rate of One Hundred (\$100.00) Dollars per day of actual use by LESSOR, it being understood this provision shall not apply to the annual Grape Festival period, week preceding and two days following. In no event shall LESSOR preempt LESSEE or Sub-LESSEE more than ten (10) times 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 Golf Range operator on 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 free and 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 amounts satisfactory to LESSOR, 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, 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 ten (10) 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.

LESSOR

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

By _____
President

(SEAL)

By _____
General Manager

LESSEE

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

By _____
Mayor

ATTEST:

City Clerk

The foregoing lease is hereby approved by Resolution of the Board
of Supervisors dated _____, 1984.

GEORGE BARBER, Chairman
Board of Supervisors
County of San Joaquin
State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By _____
Deputy Clerk

RESOLUTION NO. 84-094

RESOLUTION APPROVING AGREEMENT WITH THE COUNTY OF SAN JOAQUIN REGARDING THE USE OF THE GRAPE FESTIVAL GROUNDS FOR THE PURPOSE OF CONDUCTING A GOLF DRIVING RANGE

RESOLVED that the City Council of the City of Lodi does hereby approve an agreement with the County of San Joaquin regarding the use of the Grape Festival Grounds for the purpose of conducting a golf driving range. A copy of which Agreement is attached hereto identified as Exhibit "A" and thereby made a part thereof.

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

Dated: July 5, 1984

I hereby certify that Resolution No. 84-094 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 5, 1984 by the following vote:

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

Noes: Council Members - None

Absent: Council Members - Pinkerton

Alice M. Reinche
Alice M. Reinche
City Clerk

BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN JOAQUIN,
STATE OF CALIFORNIA

R-84 _____

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SHOW TO THE CITY OF LODI FOR A GOLF DRIVING RANGE

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NOW, THEREFORE, BE IT RESOLVED that said lease be, and it hereby is, approved, and that the Chairman of this Board of Supervisors be, and he hereby is, authorized and directed to endorse said approval on said lease.

PASSED AND ADOPTED this _____ day of _____, 1984, by the following vote of the Board of Supervisors, to wit:

AYES:

NOES:

ABSENT:

GEORGE BARBER, Chairman
Board of Supervisors
County of San Joaquin
State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By _____
Deputy Clerk

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of Supervisors dated _____, 1984.

GEORGE BARBER, Chairman
Board of Supervisors
County of San Joaquin
State of California

ATTEST: JORETTA J. HAYDE
Clerk of the Board of Super-
visors of the County of San
Joaquin, State of California

By _____
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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.

LESSOR

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

By _____
President

(SEAL)

By _____
General Manager

LESSEE

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

By *Robert R. Snider*
Mayor

ATTEST:

Alice M. Beecher
City Clerk