

**CITY COUNCIL MEETING**

**November 4, 1981**

AGREEMENT WITH  
DELMAR BATCH FOR  
LEASE OF CITY  
PROPERTY APPROVED

Following introduction of the matter by City Manager  
Glaves, Council, on motion of Councilman Pinkerton, Murphy  
second, approved the Agreement with Delmar Batch - renewal  
of lease of the 27 acre "Hines" Parcel and authorized the  
City Manager and City Clerk to execute the Agreement on  
behalf of the City.

CITY COUNCIL

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

CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
POST OFFICE BOX 320  
LODI, CALIFORNIA 95241  
(209) 334-5634

HENRY A. CLAVES, Jr.  
City Manager

ALICE M. REIMCHE  
City Clerk

RONALD M. STEIN  
City Attorney

November 6, 1981

Mr. Delmar D. Batch  
1767 E. Harney Lane  
Lodi, CA 95240

Dear Mr. Batch:

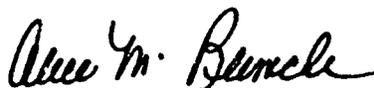
Please be advised that the Lodi City Council by motion action, approved agreement with you for the renewal of the lease of the 27 acre "Hines" parcel. This agreement covers a rental fee of \$100.00 per acre and is for five years.

We would ask that you execute the agreement, retaining one copy for your file and returning the fully executed original copy to this office.

We have enclosed a stamped self-addressed envelope for your convenience.

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

Very truly yours,



Alice M. Reimche  
City Clerk

AR:dg

Enc.

L E A S E

THIS LEASE, made and entered into this 4th  
day of November, 1981, by and between the CITY  
OF LODI, a municipal corporation, hereinafter called  
"Lessor", and DELMAR D. BATCH AND DORIS BATCH, his wife,  
hereinafter called "Lessee";

W I T N E S S E T H:

That for and in consideration of the rents to be  
paid and the covenants and conditions to be faithfully  
kept and performed by the Lessee, as hereinafter reserved  
and contained, Lessor does hereby lease to Lessee, for  
agricultural purposes, the property situate in the County  
of San Joaquin, State of California known as the "Hines"  
parcel and being a parcel containing approximately  
twenty-seven acres, more or less, located on Lower  
Sacramento Road and Highway 12, San Joaquin County,  
California.

This Lease is made upon the following terms,  
conditions, and agreements:

1. The term of this Lease shall be for a period of five years commencing on October 15, 1981 and terminating at midnight October 14, 1986 or whenever the then current going crop being raised by Lessee has been harvested, whichever event occurs last.

2. The rent for said premises shall be \$2700. annually, the first payment being made simultaneously upon execution of this lease and the annual payments thereafter to be on the 15th day of October each year.

3. The Lessor shall have the right to enter upon said premises to inspect the same at all reasonable times.

4. Lessee is to hold Lessor free and harmless from all liability and claims for damages by reason of any injury to any person or persons, including death, and Lessee further agrees to hold Lessor free and harmless from any claims, suits, or actions involving property damage arising out of Lessee's use or occupancy of the demised premises. In this regard, Lessee agrees to carry public liability insurance in a sum not less than \$100,000.00 for each person and an aggregate of not less than \$300,000.00 for each occurrence, and property damage in a sum not less than \$25,000.00. Said policies of insurance shall name as an additional insured, Lessor.

5. The Lessee shall promptly pay any and all costs which he may incur or for which he may be responsible, in connection with the said leased premises, and shall not allow any such costs to become a lien upon said premises.

6. Lessee shall not assign nor sublet the whole or any portion of the demised premises without prior written permission from Lessor.

7. Lessor is to be at no cost or expense of any kind whatsoever in the farming and/or irrigating of said leased property.

8. In the event of any default in the payment of rent, or in the breach or failure to perform any of the terms and conditions of this lease to be kept and performed by Lessee, or if the Lessee should be adjudicated a bankrupt, then Lessor shall have the right to immediately terminate this Lease, and enter upon and take possession of the premises, and remove all persons and property from the premises. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease, or it may, from time to time, without termination, relet the premises for the

account of Lessee. Lessor, in the event of termination of the Lease, in addition to any other remedy it may have, may recover from Lessee all damages it may incur by reason of such breach, including costs of recovering the premises, including a reasonable attorney's fee to be determined by an appropriate Court of proper jurisdiction. Lessor may also pursue any other remedy allowed in law or equity for recovering the rent, possession, or damages.

9. In the event that it becomes necessary for Lessor to use the leased property for the development of a storm drainage basin, then Lessor reserves the right to cancel this lease upon 90 days' prior written notice to Lessee. In such event, Lessor shall be responsible for the payment of any and all costs of farming the then current crop as of the date of the Notice of Termination.

10. This Agreement shall include, bind, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have  
executed this Agreement the day and year first herein-  
above written.

CITY OF LODI, a municipal corporation

Attest:

By Henry A. Glaves  
HENRY A. GLAVES, City Manager

Hereinabove called "Lessor"

Alice M. Reimche  
Alice M. Reimche  
City Clerk

DELMAR D. BATCH

DORIS BATCH

Hereinabove called "Lessee"