

RENEWAL OF LEASE
FOR G BASIN PROPERTY
APPROVED

CC-6
CC-27(a)

City Council approved the renewal of the lease between Delmar and Doris Batch and the City of Lodi for the G Basin property for one year and authorized the lease to be signed by the City Manager and City Clerk.

The Batches have leased this property from the City since 1976 under two 5-year leases. Since the ultimate plan for this basin has not been finalized, the City proposed that this lease now be on a year-to-year basis rather than a 5-year term. This will give the City more flexibility and the lessees will have a chance to review their options on an annual basis. The lessees requested that the term of the lease be from October 15, 1986 through December 31, 1987 to coincide with their other leases. This will not be a problem for the City. The amount of the lease is \$1,215.00.



CITY OF LODI

PUBLIC WORKS DEPARTMENT

COUNCIL COMMUNICATION

TO: City Council
FROM: City Manager
MEETING DATE: December 17, 1986
AGENDA TITLE: Approve Renewal of Lease for G Basin Property Fronting Lower Sacramento Road Immediately South of the Excavated Basin

RECOMMENDED ACTION: That the City Council renew the lease between Delmar and Doris Batch and the City of Lodi for the G Basin property for one year and authorize the lease to be signed by the City Manager and City Clerk.

BACKGROUND INFORMATION: The Batches have leased this property from the City since 1976 under two 5-year leases. Since the ultimate plan for this basin has not been finalized, the City proposed that this lease now be on a year-to-year basis rather than a 5-year term. This will give the City more flexibility and the lessees will have a chance to review their options on an annual basis. The lessees requested that the term of the lease be from October 15, 1986 through December 31, 1987 to coincide with their other leases. This will not be a problem for the City. The amount of the lease is \$1,215.00.

Jack L. Ronsko
FOR: Jack L. Ronsko
Public Works Director

JLR/SB/ma

Attachment

APPROVED:

Thomas A. Peterson
THOMAS A. PETERSON, City Manager

FILE NO.

L E A S E

THIS LEASE, made and entered into this _____ day of _____
1986, 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 fifteen (15) acres, more or
less, located on Lower Sacramento Road and south of future Century
Boulevard, 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 one (1) year,
commencing on October 15, 1986 and terminating at midnight December 31,
1987.

2. The rent for said premises shall be Twelve Hundred Fifteen Dollars (\$1215.00), payment being made simultaneously upon execution of this lease.

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

4. Lessee agrees to maintain in full force during the term hereof a policy of general liability insurance which contains an Additional Named Insured Endorsement naming Lessor as an Additional Insured, and under which the insurer agrees to indemnify and hold Lessor 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 Lessee, or Lessee's agents or employees in the implementation of this lease. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additional Named Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and

employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

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 Lessor 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 lease project that it is insuring. A duplicate or certificate of said insurance must be in the City's hands at the time of the execution of this 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 Lessee.

5. Lessee shall promptly pay any and all costs which Lessee may incur or for which Lessee may be responsible, in connection with 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.

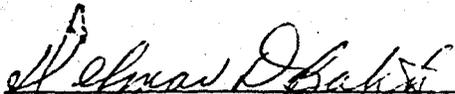
8. In the event that it becomes necessary for Lessor to use the leased property for the development of a storm drainage basin, then Lessor reserves the right to cancel this lease upon 90 days' prior written notice to Lessee. In such event, Lessor shall be responsible for the payment of any and all costs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

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

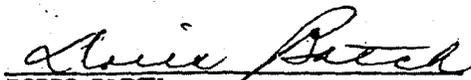
IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first hereinabove written.

CITY OF LODI, a municipal
corporation

By _____
THOMAS A. PETERSON
CITY MANAGER


DELMAR D. BATCH

ATTEST:


DORIS BATCH

ALICE M. REIMCHE
CITY CLERK

agrebtc