

RESOLUTION NO. 79-178

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

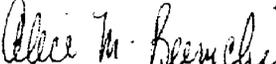
BE IT RESOLVED, that that certain lease agreement by and between the Lodi Grape Festival and National Wine Show, a nonprofit corporation, and the City of Lodi, a Municipal Corporation of the State of California, providing for the City of Lodi to operate a golf driving range be, and the same hereby is, approved.

BE IT FURTHER RESOLVED, that the Mayor be and he hereby is, authorized and directed to execute said lease agreement on behalf of the City of Lodi.

Dated: December 5, 1979

I hereby certify that Resolution No. 79-178 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 5, 1979 by the following vote:

Ayes: Councilmen - Katnich, McCarty, Pinkerton and
Katzakian
Noes: Councilmen - None
Absent: Councilmen - Hughes


ALICE M. REIMCHE
City Clerk

L E A S E

THIS LEASE, made and entered into this _____ day of _____, 1979, by and between LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a nonprofit corporation, hereinafter called LESSOR, and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called LESSEE:

WITNESSETH THAT:

WHEREAS, the real property hereinafter described is owned by the County of San Joaquin, a political subdivision, and said property has been leased to LESSOR for the purpose of conducting thereon the annual San Joaquin County Fair during the month of September of each year; and,

WHEREAS, during the remaining months of the year said buildings and grounds may be made available for the use of LESSEE in the conduct of its recreational programs:

NOW, THEREFORE, the parties hereto do hereby agree as follows:

I

LESSOR does hereby lease to 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)

Commencing at the Southeast corner of the Northeast $\frac{1}{4}$ of Section 1, Township 3 North, Range 6 East, Mount Diablo Base and Meridian, and running thence along the Eastline of Section 1 North 660 Feet; thence N. $89^{\circ} 41'$ to the East line of said Section 1, 749.1 feet; thence N. $86^{\circ} 26' E.$, 1322.6 feet to the Point of Beginning and containing 21.35 acres of land.

EXCEPT THEREFROM, the following:

1. The East 525 feet of said real property, which area is used and occupied as a golf driving range.
2. The building used as the Art Building during the annual Festival.

3. The C. S. Jackson Hall, used during the annual County Fair for floral display purposes.

4. The storage building used by LESSOR located North of the Main Pavilion, as well as all other buildings or parts of buildings used by LESSOR for workshop, office space and the like, on a continuous or substantially continuous basis.

5. The Wine Building adjacent to the West end of the Main Pavilion.

6. The West Exhibit Building used during the annual County Fair as the Commercial Building.

II

It is understood and agreed that use of said buildings and grounds shall be coordinated as in the past; with the LESSEE presenting schedule and/or written requests for dates other than regular schedule, and LESSOR shall retain priority rights for use of said buildings and grounds to rent to others, and that the Main Pavilion on said grounds shall be reserved on each Monday, Tuesday, Wednesday and Thursday between the hours of 6:00 PM and 11:30 PM, November 1st through March 1st for recreation basketball. (NOTE: Fridays may also be used if necessary and if the date is available.)

III

The use of the Grape Pavilion building shall be subject to the primary use by LESSOR during the annual Festival (County Fair), which ordinarily occurs in the month of September of each year, and for a period of 60 days immediately preceding opening day of the annual Festival, and three full weeks after the last day of the annual Festival.

IV

The use of Commercial Building "B" (formerly the Junior Building) shall be subject to the primary use by LESSOR during the annual Festival (County Fair), which ordinarily occurs in the month of September of each year and for a period of 30 days immediately preceding opening day of the annual Festival and two full weeks after the last day of the annual Festival.

V

LESSEE agrees to pay LESSOR as rent, the annual sum of Seven Thousand Five Hundred Dollars (\$7,500.00) per year, commencing July 1, 1979, and payable on or before July 15th of each year of the term of this lease. It is agreed that from time to time cost records and use records will be reviewed, and should the cost increase or decrease as estimated by the LESSOR for the operation of said facilities, adjustment in the rental shall be made accordingly.

VI

The payment referred to in paragraph V above shall be in full satisfaction of all use of LESSOR'S facilities by LESSEE, including costs of utilities, heat, light, and reasonable wear and tear. LESSEE agrees to provide own janitorial service as required, due to their usage of facilities. This rental shall also be in partial satisfaction of LESSEE'S share of the cost of erecting, dismantling and maintaining the basketball floor and bleachers, which floor and bleachers shall be erected by LESSOR AND LESSEE on or before the 1st day of November in each year, and shall remain in place until or after the 1st day of March in each year, unless other dates are established by mutual written agreement.

VII

The payment referred to in paragraph V hereinabove shall have no effect on any tax, fee or charge for service made by LESSEE, and LESSOR hereby agrees that all such taxes, fees and charges shall be paid upon demand in the manner prescribed by the applicable ordinance.

VIII

LESSEE agrees to exercise all reasonable care and supervision in the use of the leased facilities, so that the same will not be unreasonably damaged. LESSEE agrees to repair, at its own expense, any and all damage to LESSOR'S facilities caused by LESSEE'S activities. LESSEE agrees to provide adequate qualified supervision at all

times when using indoor or outdoor festival facilities. LESSEE agrees to provide adequate and qualified supervision outside of Buildings when indoor activities create a situation requiring such supervision.

IX

It is expressly agreed and understood that this lease is for the use of the LESSEE for its recreational programs and NO SUBLETTING or assignment of this lease is permitted. Any programs or activities other than the rifle and dog programs shall first be cleared with LESSOR. LESSOR shall retain all concession rights and may operate concession during all applicable events under this lease specifically granted to LESSEE for each event or activity.

X

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 the LESSEE is using said leased premises. LESSEE agrees, at all times during the continuance of this lease, to maintain adequate public liability and property damage insurance 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 and the 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 endorsement extending LESSEE'S coverage to include the contractual liability assumed by LESSEE pursuant to this lease. Any policy of insurance required of LESSEE under this lease shall also contain an endorsement providing that at least 10 (ten) 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.

XI

The lease shall be in full force and effect on and after the first day of July 1979, and shall remain in full force and effect until the 30th day of June, 1982, unless earlier terminated. Termination may be effected at any time by mutual consent of both parties or by either party upon the furnishing of ninety (90) days' written notice to the other. This lease may be modified by mutual consent of both parties.

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 _____
Secretary-Manager

LESSEE

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

By *J. J. Kozlowski*
Mayor

ATTEST:

Alice M. Reimche
Alice M. Reimche
City Clerk