

RESOLUTION NO. 2322 **

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
INTENT BETWEEN BLUE 'T' GOLF, INC.
AND THE CITY OF SOLEDAD**

WHEREAS, on June 14, 1993, the City of Soledad entered into a Preliminary Agreement with Blue "T" Golf, Inc., for the development of a Golf Course.

BE IT RESOLVED, by the City Council of the City of Soledad that the City Manager is hereby authorized and directed for and on behalf of the City of Soledad, to execute with Blue "T" Golf, Inc., a "Memorandum of Intent" to develop a proposed golf course.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 28th day of February 28, 1994, by the following vote.

AYES, and in favor thereof, Councilmembers: John Holguin, Ben Jimenez, Jr., Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Fred Ledesma

NAYES, Councilmembers. None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:

**ELIMINARY AGREEMENT FOR
CITY OF SOLEDAD, CALIFORNIA**

THIS AGREEMENT is made and entered into this 14th day of June 1993, by and between the City of Soledad, California, (Hereinafter referred to as "City"), and Blue T Golf, Inc., a Nebraska Corporation, (Hereinafter referred to as "Blue T")

WITNESSETH

WHEREAS, it is in the best interests of the City to provide a municipal golf course, and

WHEREAS, the City has appropriate land upon which such course will be constructed; and

WHEREAS, Blue T has proposed to design the construction of a municipal golf course and assist the City in completion of the facility in a timely manner;

WHEREAS, Blue T and the City agree that the City will have ownership of all documents for design of the course, subsequent to the terms of this agreement.

NOW, THEREFORE, in consideration of promises, covenants and agreements herein set forth, it is agreed between Blue T and the City as follows.

I. Obligations of Blue T

A. Blue T will provide a Feasibility Study (done by an independent firm) indicating the projected revenues of the proposed golf course based on demographics of the local area.

B. Assisted by its golf course architect, Blue T will design the initial construction specifications (routing plan) describing the size and site layout of the facility.

C. Blue T will make an estimate, based on modified specifications and subject to changes as described herein, design and architectural costs, construction costs, engineering costs, finance costs, and all other costs associated with the construction of the golf course.

D. Blue T will provide a cash flow pro forma reflecting the above and

II. Obligations of City

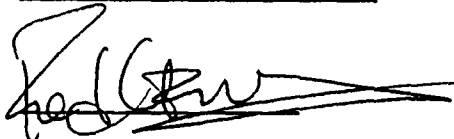
Upon executing this agreement, the City agrees to pay Blue T the sum of three thousand dollars (\$3,000) as a retainer to proceed. If, after executing this agreement, and upon receipt of documents aforementioned, the City fails to proceed with a Development Agreement within 60 days, the City will reimburse to Blue T the balance due of six thousand five hundred dollars (\$6,500) as total compensation under this agreement. The amount of nine thousand five hundred dollars (\$9,500) is total consideration and represents costs of Blue T, its counsel, the architect, feasibility study, and other expenses for the preceding work. Under these circumstances, the City would have ownership of all and any documents related to the project.

If, after executing this agreement, and upon receipt of aforementioned documents, the City proceeds with the project employing Blue T as the developer of the golf course project, then Blue T will forgive all costs as indicated.

IN WITNESS WHEREOF, the parties have executed this Agreement on June 14, 1993.

FRED LEDESMA

By:



Its:

MAYOR

State of)
) ss.
County of)

On this 14th day of June, 1993, before me, a notary
commissioned and qualified in and for said county, personally came

BLUE T GOLF, INC.

[Handwritten signature of Bill Tate]

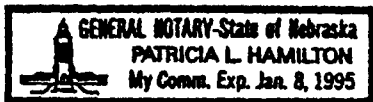
By: Bill Tate

Its: President

State of Nebraska)
County of Douglas) ss.

On this 19th day of April, 1993, before me, a notary public duly commissioned and qualified in and for said county, personally came Bill Tate, to me personally known to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.



[Handwritten signature of Patricia L. Hamilton]
Notary Public

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NO. 049 D02

**MEMORANDUM OF INTENT
BETWEEN
BLUE T GOLF, INC.
AND
THE CITY OF SOLEDAD, CALIFORNIA**

THIS AGREEMENT is made and entered into this ____ day of February 1994, by and between the City of Soledad, California ("City"), and Blue T Golf, Inc., a Nebraska Corporation, ("Blue T").

WITNESSETH

WHEREAS, City has determined that it is an appropriate governmental and proprietary purpose to provide a municipal golf course for its residents; and

WHEREAS, City has land upon which it desires to construct a municipal golf course; and

WHEREAS, Blue T proposes to provide a design for the construction of a municipal golf course including clubhouse, cart storage and maintenance building; provide plans and specifications for the construction of a municipal golf course including clubhouse, cart storage and maintenance building; and provide a firm fixed price budget for the construction equipping, installing, and financing of a municipal golf course and related facilities; and

WHEREAS, Blue T and City agree that City will have ownership of all documents for the design of, construction of, and relating to the budget for, the municipal golf course, and related facilities subsequent to the term of this agreement.

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agreements, permits and approvals so as to provide an adequate source of water for irrigation to the proposed golf course. The adequacy and viability of any potential water source is subject to City Council approval. In the event an adequate source of irrigation water for the golf course is not obtained, City's financial obligation to Blue T is limited to \$9,500, as set forth in the previously executed Preliminary Agreement between City and Blue T, a copy of which is attached hereto as Exhibit A.

II. Obligations of Blue T

A. Blue T, with the assistance of a qualified Golf Course Architect, Building Architect, and other Architects as necessary, shall provide the plans and specifications for the design of the golf course, clubhouse, cart storage facility, and maintenance building.

B. Blue T shall provide a firm fixed price budget, based upon the plans and specifications. The budget shall include, but not necessarily be limited to, the following elements: design and architectural costs, construction costs, permitting costs, engineering costs, finance costs, cost of issuance, and all other costs associated with the acquisition, construction, installation and equipping of the municipal golf course, land and related facilities, including all costs associated with the appropriate environmental review.

C. Blue T shall provide City a formal proposal containing the information, as described in A & B above no later than thirty (30) days following the execution of this agreement unless the parties agree, in writing, that this deadline shall be extended due to circumstances beyond the control of either party.

III. Obligations of City

A. City shall fully cooperate with Blue T in providing of information requested by Blue T which relate to any of Blue T's obligations.

B. In the event City does not enter into a Development Agreement with Blue T within forty five (45) days from the date the City has received the final installment of the

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except to the extent that said costs and expenses may be included in the terms and conditions set forth in the Development Agreement.

IV. General Provision

A. **Required Approvals.** Blue T recognizes and agrees that City has no control or authority over other public agencies which may have or may claim to have jurisdiction by law over development of the subject golf course. Accordingly, the time limits and obligations set forth herein shall be construed in accordance with the permitting requirements of other agencies. Execution of this MOU shall not constitute an "application" for a development project within the meaning of sections 65920 et seq. of the Government Code.

B. **Environmental Review.** City and Blue T acknowledge that to accomplish the goal of developing the golf course project will require comprehensive and appropriate environmental review of many distinct actions over an unspecified period of time involving numerous other public entities having jurisdiction by law over portions of such actions. City and Blue T agree that a qualified consultant shall be retained to prepare all environmental documents needed for City actions, programs or activities contemplated herein. The costs of such environmental review shall be included in any budget prepared by Blue T.

C. **This Agreement supersedes all previous Agreements either oral or written between the parties.**

IN WITNESS WHEREOF, the parties have executed this Agreement on February _____, 1994.

THE CITY OF SOLEDAD, CALIFORNIA



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State of California)
) ss.
County of Monterey)

On this ____ day of February, 1994, before me, a notary public duly commissioned and qualified in and for said county, personally came _____, to me personally known to be the identical person who signed the foregoing instrument and acknowledged the execution to be his/her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public

BLUE T GOLF, INC.

By: _____

Its: _____

On this ____ day of November 1993, before me, a notary public duly commissioned and qualified in and for said county, personally came _____, to me personally known to be the identical person who signed the foregoing instrument and acknowledged the execution to be his/her voluntary act and deed.

Witness my hand and notarial seal the day and year last above written.

Notary Public