

RESOLUTION NO. 2437

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
 AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT
 BETWEEN THE CITY OF SOLEDAD AND ELIZABETH
 TAYLOR FOR RENTAL OF THE MOBILE HOME
 LOCATED AT THE LOS COCHES
 ADOBE SITE**

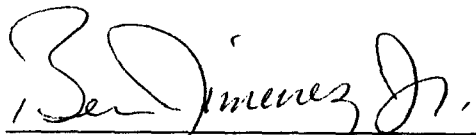
BE IT RESOLVED by the City Council of the City of Soledad that the City Manager/City Clerk is hereby authorized and directed to enter into a Lease Agreement with Elizabeth Taylor for rental of the Mobile Home located at the Los Cochese Adobe site, to serve as Caretaker of the historical site, for a monthly rent of Two Hundred Seventy Dollars (\$275), in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 12th day of June, 1995, by the following vote:

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

NAYES, Councilmembers. None

ABSENT, Councilmembers: None


 MAYOR OF THE CITY OF SOLEDAD

ATTEST.


 CITY CLERK OF THE CITY OF SOLEDAD

RENTAL AGREEMENT FOR MOBILEHOME
AT LOS COCHES HISTORICAL SITE

This rental agreement is made between the City of Soledad, a municipal corporation, hereinafter called LANDLORD, and ELIZABETH TAYLOR, hereafter called TENANT

RECITALS

A. LANDLORD is owner of a historical site herein referred to as "Los Coches Historical Site, granted to LANDLORD by the State of California, consisting of approximately nine (9) acres upon which the Richardson Adobe, designated a national landmark, is situated. A portion of this parcel was formerly leased to a third party for a recreational vehicle park known as Los Coches

B. LANDLORD is in need of a caretaker to protect and preserve the real property, preventing it from becoming vandalized. A mobilehome, formerly utilized as a manager's residence for the recreational vehicle park, is currently located on the subject site.

C. The well serving the mobilehome does not provide potable water. The water has a high nitrate content and bottled water will be needed for TENANT'S personal consumption. TENANT is aware and acknowledges that water with a high nitrate content causes serious health problems when consumed by infants and pregnant women. TENANT does not have minor children and will not bring any children to live with her.

WHEREFORE, the parties agree as follows

1. RECITALS The recitals set forth above are true and correct, and are made a part of this agreement.

2. PROPERTY LANDLORD rents to TENANT and TENANT hires from LANDLORD the mobilehome, located on the Los Coches Historical Site (APN 183-011-15) situated at the intersection of US Highway 101 and Arroyo Seco Road, in Monterey County, California, together with sufficient yard of approximately 100 feet square surrounding the mobilehome and adequate space for parking of a personal vehicle and storage of a trailer home.

3 TERM The term shall commence on August 1, 1995 and shall continue from month to month. This rental agreement may be terminated at any time by either party for any reason not precluded by law, after giving written notice thirty (30) days in advance of said termination.

4 RENT TENANT agrees to pay \$275.00 rent per month in advance on the first (1st) day of each and every month. In the event TENANT no longer desires to store TENANT'S trailer home on the subject property, the rent shall be reduced to \$250.00 per month in the month immediately following the removal of said trailer.

5 UTILITIES TENANT agrees to pay for all utilities and services based upon occupancy of the premises.

6 CONDITION TENANT has examined the premises and accepts it in its present condition. TENANT agrees to leave the premises in as good a condition as when she found it.

7 OCCUPANTS The premises are for the sole use of TENANT and no other persons. No children shall be allowed to occupy the premises at any time.

8 INSURANCE TENANT shall carry renter's insurance which shall provide for the replacement of personal property and liability coverage in a form and amount acceptable to LANDLORD.

9 DUTIES AS CARETAKER.

(A) TENANT shall promptly report to LANDLORD any vandalism or destruction to real property at the leased premises and to the Los Coches Historical Site, including the Richardson Adobe.

(B) TENANT shall be responsible for safeguarding the Richardson Adobe by removing fire hazards to said structure.

(C) The parties agree that the above referenced duties do not create an employer-employee relationship, nor do they impose any scheduled inspection of that portion of the Los Coches Historical site not leased to TENANT.

10 ALTERATIONS No alterations, additions, or improvements, other than minor repairs, may be made by TENANT in or to the mobilehome without the written consent of LANDLORD.

11 REPAIRS LANDLORD shall not be called upon to make any repairs to the mobilehome or well serving the mobilehome whatsoever For emergency repairs that affect the habitability of the mobilehome, (such as broken windows, toilet backup, plumbing leaks) TENANT may make repairs not exceeding the monthly rent and deduct the same from her rent with prior approval of LANDLORD No deduction for repairs will be allowed for any damage caused by TENANT'S negligence LANDLORD'S determination of damage caused by TENANT'S negligence shall be binding on TENANT

12 WATER. No warranty is made by LANDLORD as to the potability of the water serving the mobilehome. TENANT acknowledges that a high nitrate content exists in the present water system and will provide bottled water for her own personal consumption. TENANT will not assert that the premises is uninhabitable based upon the condition of the water, and is solely responsible for warning guests of the fact that the water is not potable. TENANT agrees to defend, indemnify and hold harmless LANDLORD, its officers, agents and employees from any and all damages, claims, causes of action, losses, liabilities, or judgments as a result of or arising from property damage, personal injury or death to any person, including TENANT, caused or attributed to the use or exposure to the water on the subject premises

13 ATTORNEY'S FEES Should TENANT violate any of the provisions of this rental agreement, or fail to vacate after LANDLORD has given thirty (30) days written notice to vacate, and legal action is required to enforce LANDLORD'S right to possession, TENANT agrees to pay reasonable attorney's fees as determined by the court.

Dated June 13, 1995

CITY OF SOLEDAD

By: Bve
BELINDA ESPINOSA
CITY MANAGER

E Taylor
ELIZABETH TAYLOR
TENANT