

RESOLUTION NO. 2480**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SOLEDAD AUTHORIZING A LEASE
BETWEEN THE CITY AND THE ARROYO
SECO ROD AND GUN CLUB**

BE IT RESOLVED by the City Council of the City of Soledad that the Mayor and the City Manager/City Clerk be, and they are hereby, authorized and directed for and in behalf of the City of Soledad to execute and deliver a Lease 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 7th day of February, 1996, 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

Ben Jimenez, Jr.

4 Rental As and for the rental of the Subject Property during said term, Lessee agrees to pay to Lessor the sum of Two Hundred and Fifty Dollars (\$250 00) per year, payable annually in advance, commencing March 1, 1996

5 Repairs. Lessor shall not be required to make any improvements or repairs whatsoever upon the demised premises, or any part thereof, and the Lessee agrees to keep the same in good order and condition, all at Lessee's expense.

6 Improvements and Alternations Lessee shall not commit, nor permit to be committed, any waste of, in or about the Subject Property, and shall not make, nor permit to be made, any alternations or improvements of the Subject Property or any structure thereon, without first obtaining the written consent of Lessor All additions to and improvements of the Subject Property or structure(s), including locks, bolts, and other fixtures, whether made by the Lessee or by any other person, save and except movable furniture, fixtures and equipment installed by the Lessee upon the Subject Property or structure(s) and which can be removed therefrom without injury to the same, immediately when made shall become and be the property of the Lessor and shall not be removed from or changed in the Subject Property or structure(s) without first obtaining the written consent of the Lessor

7 Utilities. Lessee shall be solely responsible for the payment of all utilities and services used by Lessee upon the Subject Property

8 Hold Harmless and Indemnification Lessee shall take all responsibility for its activities, shall bear all losses and damages directly or indirectly resulting to the Club, to the City of Soledad, or to the City's officers and employees, on account of the nature of the Lessee's activities, unforeseen difficulties, accidents, occurrences, or other causes predicated on active or passive negligence of Lessee, its members, its invitees and all other users of the Subject Property Lessee shall indemnify, defend and hold harmless the City of Soledad, its officers, officials, directors, employees and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from Lessee's use of the Subject property By execution of this Lease Lessee acknowledges and agrees that it has read and understands the provisions

17 Control of Access It is understood and agreed that the Subject Property and structure(s) thereon, as described in Exhibit A, are to be used only by persons expressly authorized to do so by the Lessee and the Lessee agrees that it will at all times control access to the premises in such a manner as to exclude unauthorized persons from entering or using the same. In this regard, the Lessee agrees that it will, at its own expense, enclose the Subject Property with a fence and will keep all gates or other entrances thereto locked when the same are not in use by authorized personnel, and it further agrees that it will maintain said fence in good condition at all times at its own expense. The provisions of this paragraph are expressly made conditions, without which the Lessor would not have entered into this Lease, and the violation of any provision of this paragraph shall constitute a default entitling the Lessor to terminate this Lease, as provided above.

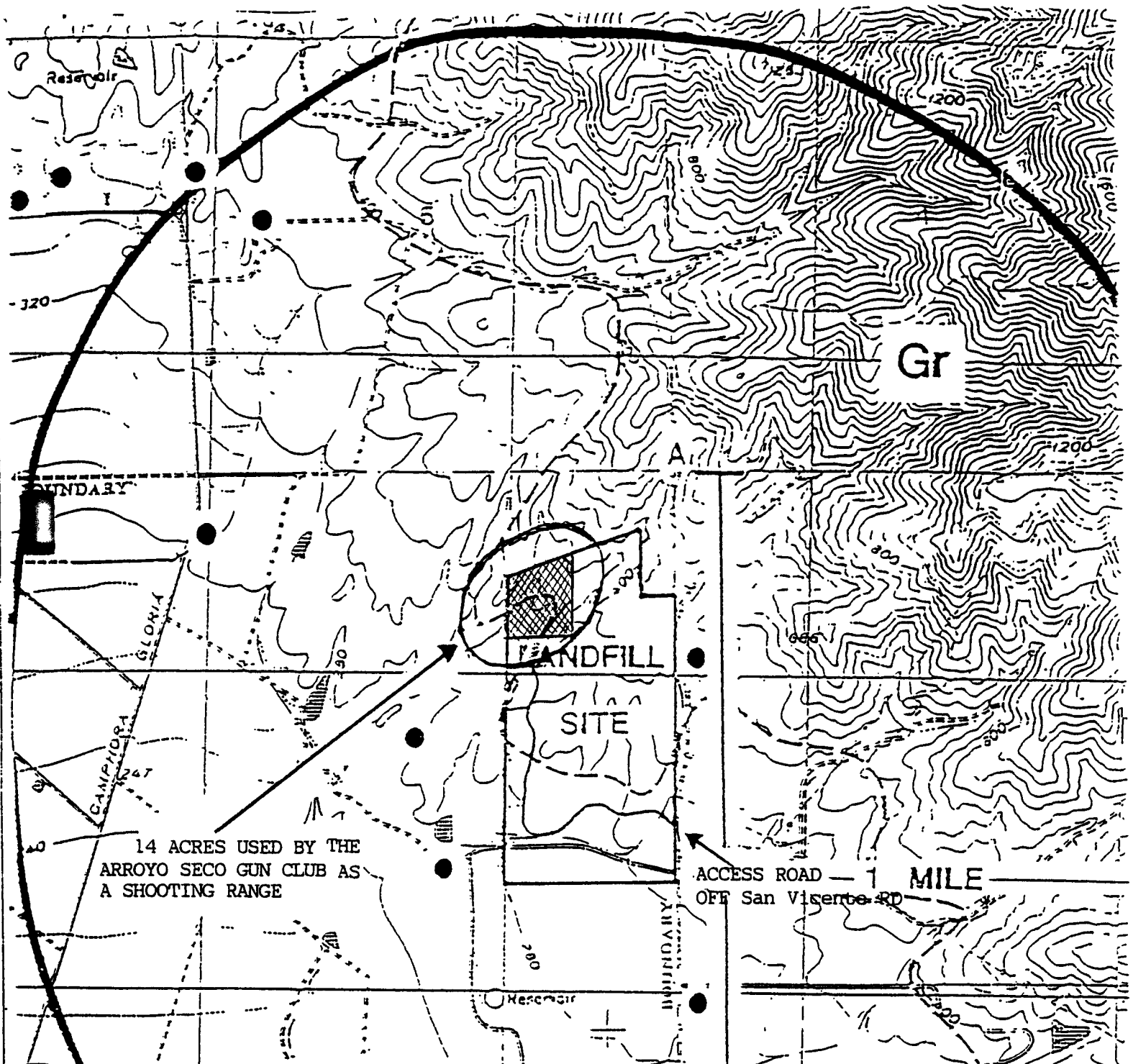
18 Inspection Lessor shall have the right to enter the Subject Property or structure(s) thereon, or any part thereof, at all reasonable times for the purpose of inspecting the same or for any other lawful purpose

19 Termination. Notwithstanding the stated term of this Lease, either party may terminate this Lease for any cause by providing the other party with ninety (90) days' written notice.

20 Time of the Essence Time and specific performance are of the essence of this Lease, and of every provision hereof

IN WITNESS WHEREOF, the said parties have hereunto set their hands in duplicate, the day and year set forth below

C



14 ACRES USED BY THE
 ARROYO SECO GUN CLUB AS
 A SHOOTING RANGE

ACCESS ROAD — 1 MILE
 OFF San Vicente RD

LANDFILL

SITE

Gr

BOUNDARY

BOUNDARY

Reservoir

Reservoir

GLORIA

CAMPYDORA

320

300

1200

1200

1600

600

600

600

600

600

600

600

600

600

600

Page 2

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 7th day of February, 1996 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.

NOES, Councilmembers. None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

COMMUNICATIONS SITE LEASE AGREEMENT

THIS COMMUNICATIONS SITE LEASE AGREEMENT ("Lease") dated as of January 18,, 1996, is between Pacific Bell Mobile Services , a California corporation ("Lessee") whose address is 4410 Rosewood Drive, Building 1, 4th Floor, Pleasanton, California 94588, and the City of Soledad, a municipal corporation("Lessor") whose address is 248 Main Street, P.O. Box 156, Soledad, California, 93960

The parties hereto agree as follows:

1. **Premises.** Lessor owns the real property legally described in Exhibit "A" commonly known as Vosti Community Park, City of Soledad Water Tank (Assessor's Parcel Number 22-042-19). Subject to the following terms and conditions, Lessor leases to Lessee that portion of Lessor's property ("Lessor's Property") depicted in Exhibit "B", including any applicable easements for access and utilities (the "Premises").

2. **Use.** The Premises may be used by Lessee for any lawful activity in connection with the provisions of mobile/wireless communications services, including without limitation, the transmission and the reception of radio communication signals on various frequencies and the construction, maintenance and operation of related communications facilities. Lessor agrees, at no expense to Lessor, to cooperate with Lessee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises. Lessee's facilities will be substantially similar to the drawing in exhibit "B" and will be in accordance with the drawings in subsequent building permits. Lessee shall apply for and obtain building permits at Lessee's expense. Any significant modifications will require Lessor's prior approval (Lessor's approval of modifications not to be unreasonably withheld)

3. **Conditions Precedent.** This Lease is conditioned upon Lessee, or Lessee's assigns, obtaining all governmental permits and approvals enabling Lessee, or its assigns, to construct and operate mobile/wireless communications facilities on the Premises.

4. **Term.** The term of this Lease ("Term") shall be five (5) years commencing with the issuance of a local building permit allowing Lessee to construct its mobile/wireless communications facilities on the Premises, or December 31, 1996, whichever is earlier ("Commencement Date"). Lessee shall have the right to extend the Term of this Lease for five (5) additional terms ("Renewal Term") of five (5) years each. Each Renewal Term shall be on the same terms and conditions as set forth herein. This Lease shall automatically be extended for each successive five (5) year Renewal Term unless Lessee notifies Lessor in writing of Lessee's intention not to extend this Lease at least thirty (30) days prior to the expiration of the first five year Term or any Renewal Term.

5. **Rent.**

(a) Upon the Commencement Date, Lessee shall pay Lessor, as rent, the sum of Five Hundred Dollars (\$500 00) ("Rent") per month. Rent shall be payable on the 1st day of each month, in advance, to Lessor's address specified in Paragraph 17, Miscellaneous. If the Commencement Date is other than the first day of a calendar month, Lessee may pay on the first day of the Term the prorated Rent for the remainder of the calendar month in which the Term commences, and thereafter, Lessee shall pay a full month's Rent on the first day of each calendar month, except that payment shall be prorated for the final fractional month of this Lease, or if this Lease is terminated before the expiration of any month for which Rent should have been paid.

(b) Rent shall be increased at the beginning of each Renewal Term by an amount equal to fifteen percent (15%) of the Rent for the previous Term (or Renewal Term).

9. **Termination.** This Lease may be terminated without further liability on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant, condition, or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default; (ii) by Lessee for any reason or for no reason, provided Lessee delivers written notice of termination to Lessor prior to the Commencement Date; (iii) by Lessee if it does not obtain or maintain, licenses, permits or other approvals necessary to the construction or operation of Lessee's Facilities; or (iv) by Lessee if Lessee is unable to occupy or utilize the Premises due to ruling or directive of the FCC or other governmental or regulatory agency, including, but not limited to, a take back of channels or change in frequencies; or (v) by Lessee if Lessee determines that the Premises are not appropriate for its operations for economic, environmental or technological reasons, including without limitation, signal strength or interference. If after the Commencement Date, Lessee provides thirty (30) days written notice to Lessor of termination of this Lease due to economic, environmental or technological reasons, Lessee shall pay Lessor Six (6) months Rent as payment for such early termination

10. **Relocation.** Subject to the other provisions of this Lease, in the event Lessor desires to redevelop, modify, remodel or in any way alter its property and any improvements thereon ("Redevelopment"), Lessor shall in good faith use its best effort to fully accommodate Lessee's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the Premises or Lessee's Facilities, and/or any alterations to Lessee's Facilities, subject to Lessee's prior written consent which consent will not be unreasonably withheld, Lessee shall relocate or make the necessary alterations, at Lessee's sole cost, expense and risk; provided however, that Lessor has provided Lessee with no less than one year prior written notice of Lessor's proposed Redevelopment. Lessor shall only be entitled to relocate Lessee's Facilities as set forth above following the expiration of the second (2nd) renewal term. Lessor shall not be entitled to relocate Lessee more than one (1) time during the term of this Lease.

11. **Destruction of Premises.** If the Premises or Lessor's Property is destroyed or damaged so as in Lessee's judgment, to hinder its effective use of Lessor's Property, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying Lessor no more than 30 days following the date of damage or destruction. In such event, all rights and obligations of the parties which do not survive the termination of this Lease shall cease as of the date of the damage or destruction.

12. **Condemnation.** If a condemning authority takes all of Lessor's Property, or a portion which in Lessee's opinion is sufficient to render the Premises unsuitable for Lessee's use, then this Lease shall terminate as of the date when possession is delivered to the condemning authority. In any condemnation proceeding each party shall be entitled to make a claim against the condemning authority for just compensation (which for Lessee shall include, the value of Lessee's Facilities, moving expenses, prepaid rent, business dislocation expenses, bonus value of the lease and any other amounts recoverable under condemnation law). Sale of all or part of the Premises to a purchaser with the power of eminent domain in the face of the exercise of its power of eminent domain, shall be treated as a taking by a condemning authority

13.

(a) **Insurance.** Lessee shall maintain the following insurance: (1) Commercial General Liability with limits of \$5,000,000.00 per occurrence, (2) Automobile Liability with a combined single limit of \$1,000,000.00 per accident, (3) Workers Compensation as required by law, and (4) Employer's Liability with limits of \$1,000,000.00 per occurrence.

Each party to this Lease shall each maintain standard form property insurance ("All Risk" coverage) equal to at least 90% of the replacement cost covering their respective property. Each party waives any rights of recovery against the other for injury or loss due to hazards covered by their property insurance and each party shall require such insurance policies to contain a waiver of recovery against the other. Lessee shall name Lessor, the City of Soledad, its officers, officials, directors, employees and agents as an additional insured with respect to the above Commercial General Liability insurance. Lessee shall have the right to self-


(g) Upon request either party may require that a Memorandum of Lease be recorded in the form of Exhibit "C"

(h) This Lease constitutes the entire Lease and understanding between the parties, and supersedes all offers, negotiations and other leases concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

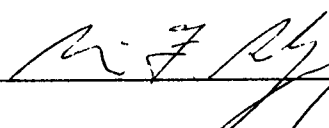
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

ATTEST WITNESS

LESSOR City of Soledad,
a municipal corporation


Date: 9 Feb 1996


By: Belinda B. Espinosa
Name and Title: Belinda Espinosa, City Manager
TAX ID#: 946000432
Date: 2-9-96

Read and Approved as to Form and Content By:  City Attorney

Date: 2-16-96

ATTEST WITNESS

LESSEE Pacific Bell Mobile Services,
a California corporation


Date: 2/26/96

By: F. Kevin Flaherty
Kevin Flaherty
Title: Network Deployment Manager
Date: 2/26/96

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Legal description -- page 2.

Parcel 2.

Being a part of Subdivision "A" of Lot 2 of Rancho San Vicente near Soledad in Monterey County, State of California, particularly described as follows:

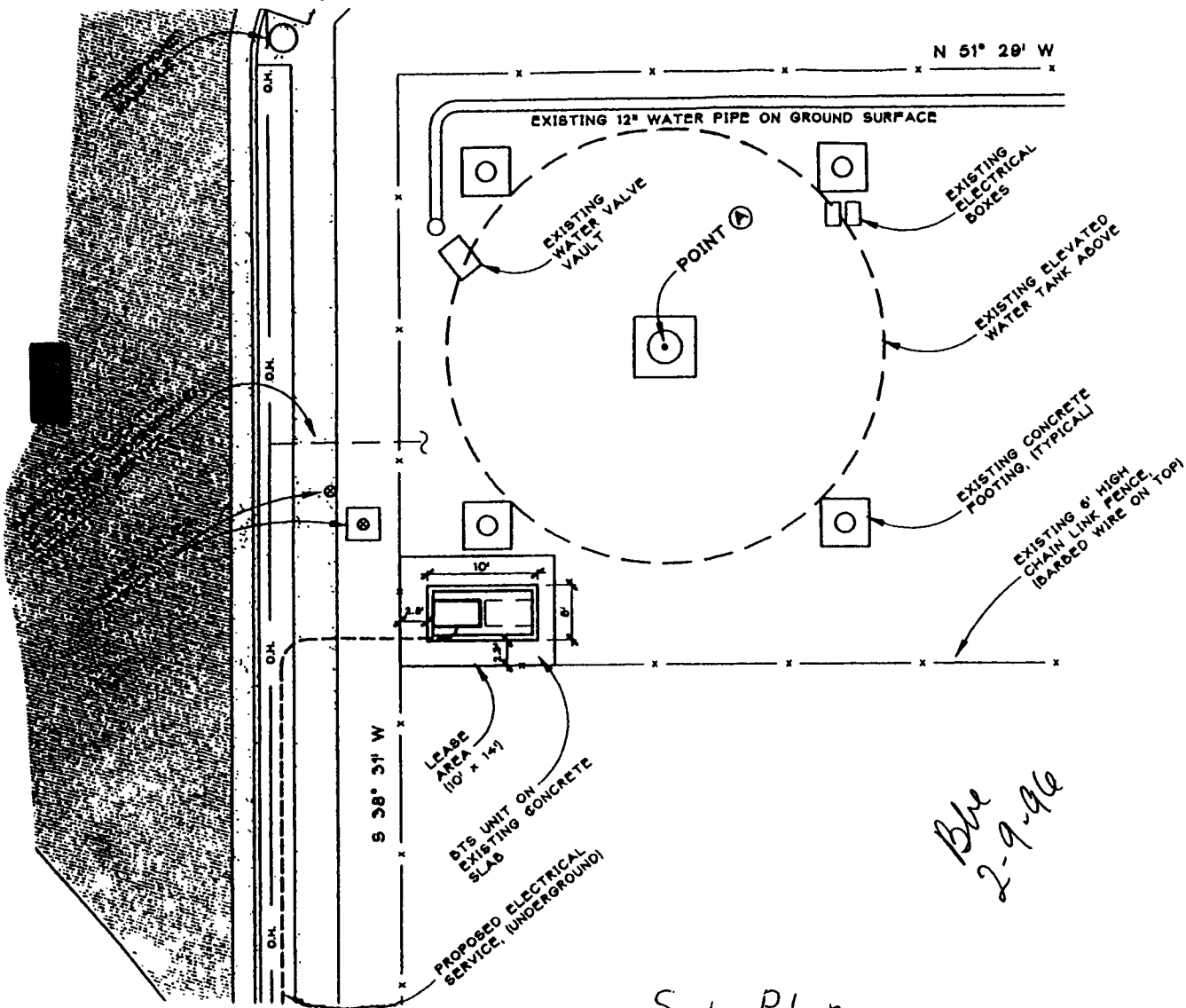
Beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide), said point being at the most southerly corner of that certain right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records, page 422, Records of Monterey County; thence along said boundary of said right of way North 30° 41' East 100 7 feet; thence parallel to and 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way South 51° 29' East 161.5 feet to a point, said point being the beginning of a curve to the left; thence on the arc of said curve a distance of 263 7 feet to a point on the southeasterly line of said 5 9 acre parcel, said point being 100 feet (measured at right angles) from said Northeasterly line of Railroad right of way; thence South 30° 41' West 100 42 feet to a point on the Northeasterly line of said Railroad right of way; thence along the said Northeasterly line of Railroad right of way, in a Northwesterly direction on the arc of a curve to the right a distance of 271.5 feet to a point, said point being the beginning of the curve of said Railroad right of way; thence North 51° 29' West 147 8 feet to the point of beginning

Excepting therefrom that portion of said part of Subdivision "A" of Lot 2 of Rancho San Vicente near Soledad in Monterey County, State of California, particularly described as follows.

Beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide) said point being the most Southerly corner of that right of way described in deed conveying 5.9 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records, page 422, Records of Monterey County; thence parallel along said boundary of said right of way North 30° 41' East 100 7 feet; thence parallel to and

EXHIBIT B
DESCRIPTION OF PREMISES

The location of the Premises within the Lessor's property together with access, ingress, egress, easements and utilities are more particularly described or depicted as follows:



Site Plan

EXHIBIT C

RECORDED AT REQUEST OF

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

16697

Pacific Bell Mobile Services
4410 Rosewood Drive, Bldg 1 4th Floor
Pleasanton, California 94588

MAR 20 10 48 AM '96

OFFICE
COUNTY
- 114 -
- 103 -

Attention.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") dated as of January 18, 1996, is between the City of Soledad, a municipal corporation ("Lessor"), and PACIFIC BELL MOBILE SERVICES, a California corporation ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee have executed that certain Communications Site Lease Agreement ("Lease") dated as of January 18, 1996, covering certain premises ("Premises") situated on certain real property located in the City of Soledad, County of Monterey, State of California, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Lessor and Lessee desire to record notice of the Lease in the Official Records of Monterey County, California;

NOW, THEREFORE, in consideration of the foregoing, Lessor and Lessee hereby declare as follows:

1. **Demise.** Lessor has leased the Premises to Lessee (together with access rights), and Lessee has hired the Premises from Lessor, subject to the terms, covenants and conditions contained in the Lease.

2. **Expiration Date.** The term of the Lease ("Term") is scheduled to commence on or before December 31, 1996 and shall expire (5) five years thereafter, subject to Lessee's option to extend the Term pursuant to Section 4 of the Lease for (5) five additional terms of (5) five years each.

3. **Lease Controlling.** This Memorandum is solely for the purpose of giving constructive notice of the Lease. In the event of conflict between the terms of the Lease and this Memorandum, the terms of the Lease shall control.

(Signature Page Follows)

EXHIBIT A TO THE MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF LESSOR'S PROPERTY

Lessor's property of which Premises are a part is legally described as follows:

Legal description.

Parcel 1.

Certain real property in the Rancho San Vicente, County of Monterey, State of California, being a part of that certain 5.90 acre tract of land conveyed by Innocente Vosti to the City of Soledad by deed dated April 8, 1928 recorded in Volume 3 of Official Records, at page 422, records of Monterey County, California, and a part of that certain 29.55 acre tract of land conveyed by J. H. Menke to Innocente Vosti by deed dated May 24, 1911 recorded in Volume 119 of Deeds, at page 143, Records of Monterey County, California, said real property being particularly described as follows, to wit:

Beginning at a point in the northeasterly boundary of said 5.90 acre tract of land, said point being in the southeasterly production of the southwesterly line of Monterey Street of the City of Soledad and from which point the most northerly corner of said 5.90 acre tract bears N 51° 29' W, 133.95 feet distant thence leave said northeasterly boundary and running S 38° 31' W, 400.0 feet, thence S 44° 13' W, 80.09 feet to the most northerly corner of that certain tract of land conveyed by Innocente Vosti to Shell Oil Company of California, by Quitclaim Deed dated September 19, 1928 in Volume 164 of Official Records at page 483, records of Monterey County, California, thence along the boundaries of the last mentioned tract with the following three courses and distances:

- (1) S 51° 29' E 161.50 feet thence
- (2) Along the arc of a circular curve to the left (the center of which bears N 38° 31' E., 5579.61 feet distant) for a distance of 263.7 feet to the most easterly corner of said Shell Oil Company tract, thence

(3) S 30° 41' W 80.25 feet to the most southerly corner of said Shell Oil Company tract, thence

EXHIBIT A TO THE MEMORANDUM OF LEASE**LEGAL DESCRIPTION OF LESSOR'S PROPERTY**Parcel 3.

Being a part of Subdivision "A" of Lot 2 of Rancho San Vicente, beginning at a point in the Northeasterly line of the right of way of the Southern Pacific Railroad (100 feet wide), said point being the most southerly corner of that right of way described in deed conveying 59 acres of land, Innocente Vosti to the City of Soledad, by deed dated April 8, 1922, recorded in Volume 3, Official Records at Page 422, Records of Monterey County; thence parallel along said boundary of said Right of Way N 30° 41' E , 100 7 feet, thence parallel to and 100 feet (measured at right angles) from said northeasterly line of Railroad Right of Way S , 51° 29' E , 153 70 feet; thence S 38° 31' W , 100 feet in a direction at right angles to said Railroad right of way to a point, said point being in the northeasterly line of said Railroad Right of Way, thence N 51° 29' W , 140 feet along said Railroad Right of Way to the point of beginning.

APN 22-042-19

EXHIBIT A

**CITY OF SOLEDAD
SURPLUS AND POLICE UNCLAIMED PROPERTY
AUCTION LIST 1996
FEBRUARY, 1996**

VEHICLES:	VIN # / MODEL #	MINIMUM PRICE
1984 Ford Fairmont	1FABP21D98K188905	\$500
1982 Dodge Aries	1B3BD26B1CF168413	\$500
1985 Dodge Diplomat	1B3BG2657FX683390	\$500

CAR/HOME STEREOS:

- 1 Sony diskman compact disk player
Model #42906 with 1 disk "Jive"
- 1 Alpine auto reverse auto stereo
- 1 Sanwa graphic equalizer
- 1 Panasonic booster equalizer
- 1 Proton equalizer #P27119630
- 1 Tisonic pull out auto stereo w/o case
- 1 Sony stereo tape recorder reel to reel
Model TC 270
- 1 Metrosound pullout stereo w/o case
- 1 Sony XR3050 pullout stereo w/o case

PHONES, CAMERAS, PAGERS

- 1 8mm motion picture camera with
10 and 25mm lenses, #234045
- 1 Pageant model AVL2E6
motion picture projector #f09504
- 1 Duofone TAD-410 answering machine
- 1 Radio shack duofone TAD25
answering machine
- 1 3 1/2" video camera with 5120 zoom