

Before the Board of Supervisors in and for the County of Monterey, State of California

Agreement No. A-10526

- a. Approve and authorize the Purchasing Manager to execute a five year Lease, effective July 1, 2006, with Salinas Area Modelers, Inc. for the use of an identified fifteen acres of County owned real property located at Chualar River Road in Chualar, California for model flying and operational activities; and
b. Authorize the extension of the Lease by Salinas Area Modelers, Inc for an additional five years under the same terms and conditions.....

Upon motion of Supervisor Calcagno, seconded by Supervisor Lindley, and carried by those members present, effective July 11, 2006, the Board hereby:

- a. Approves and authorizes the Purchasing Manager to execute a five year Lease, effective July 1, 2006, with Salinas Area Modelers, Inc. for the use of an identified fifteen acres of County owned real property located at Chualar River Road in Chualar, California for model flying and operational activities; and
b. Authorizes the extension of the Lease by Salinas Area Modelers, Inc for an additional five years under the same terms and conditions

PASSED AND ADOPTED on this 11th day of July 2006, by the following vote, to wit:

AYES: Supervisors Calcagno, Lindley, and Smith

NOES: None

ABSENT: Supervisors Armenta and Potter

I, Lew C. Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book 73 on July 11, 2006.

Dated: July 18, 2006

Lew C. Bauman, Clerk of the Board of Supervisors, County of Monterey, State of California

By Cynthia Juarez, Deputy (with handwritten signature)

REAL PROPERTY LEASE

**Old Chualar Landfill Site
Chualar, CA 93925**

LESSOR

**COUNTY OF MONTEREY
c/o PUBLIC WORKS DEPARTMENT**

168 West Alisal Street, 2nd Floor, Salinas, California 93901

LESSEE

**Salinas Area Modelers, Inc
P.O. Box 6351, Salinas, CA 93912-0851**

JULY 1, 2006 through JUNE 30, 2011

REAL PROPERTY LEASE

THIS LEASE is entered into between the County of Monterey, LESSOR, and Salinas Area Modelers, Inc., LESSEE.

LESSOR, in consideration of the agreements hereinafter set forth, does hereby lease to LESSEE, and LESSEE leases from LESSOR, those certain property known as the ground located upon the inactive Chualar landfill site (hereinafter "Site").

1. THE SITE:

- a. The Site is further identified as that certain 15 acres of land transferred from Wells Fargo Bank, as Trustee under the Decree of Distribution et. al. to the County of Monterey, dated February 4, 1965, as recorded on Reel 388, Pages 704-5 of official records of Monterey County. Excepting and reserving there from the oil, gas and mineral rights thereto.
- b. The majority of the Site was formerly a solid waste disposal site that is underlain by cells of garbage and refuse and which is subject to severe restrictions on its use, including prohibitions against all irrigation, building, and cultivation of crops, in order to protect the integrity of the former disposal site, and, due to damage by flood erosion, said property is no longer economically suitable for grazing and is therefore limited to recreational uses.
- c. Compliance with the "Americans with Disabilities Act of 1990" (ADA): LESSEE shall ensure that the Site is in compliance with the Americans with Disabilities Act of 1990 (ADA), as amended, and, if necessary, prior to the Commencement Date, shall modify the Premises to comply with the Act and the regulations promulgated to implement the ADA.
- d. LESSEE and its employees are entitled to non-exclusive right to use random unreserved vehicle parking spaces located in and around the Site. In the event LESSOR finds that LESSEE'S use of the Site poses significant negative impact to LESSOR'S use of the property and parking needs for its programs and operations located within and adjacent to the Site, LESSEE'S agrees to cooperate (financially and operationally) with LESSOR to seek an equitable solution.

2. TERM: The term shall be for five (5) years, commencing retroactively to July 1, 2006 and ending June 30, 2011, unless sooner terminated as provided in this Lease.

3. TERMINATION BY LESSOR: LESSEE understands and agrees that the LESSOR may at its option have other uses for the land on which the Site is located. LESSEE agrees to vacate the Site during the term of the agreement, without penalty to the LESSOR, upon receipt of twelve (12) months' advance written notice. Upon the termination of this Lease, LESSEE shall be responsible for the removal of any alterations approved by LESSOR, unless otherwise agreed upon in writing by the parties.

4. TERMINATION OPTION FOR LESSEE: LESSOR agrees to allow the LESSEE to terminate this Lease, by submitting a written notice of intent to vacate three (3) months in advance of exercising this option. The LESSOR will grant this termination option without penalty to the LESSEE.

5. LEASE OPTION: LESSEE shall have the option to extend this Lease for one (1) additional five (5) year period on the same terms and conditions, within ninety (90) days from the end of this Lease.
6. RENT: LESSEE agrees to pay LESSOR annually, as rent for the use of the Site, the amount of three hundred seventy five dollars (\$375.00), on or before each year of the Lease.
7. DELIVERY OF SITE: LESSOR agrees to deliver to the LESSEE physical possession of the Site upon the commencement of the term hereof.
8. PREMISE IMPROVEMENTS AND ALTERATIONS:
 - a. AS IS CONDITION OF SITE AND UNDERGROUND FACILITIES: LESSOR makes no representations as to the condition of the Site and its underground facilities. LESSEE takes occupancy of the Site in an "as is" condition. No buildings or structures associated with such use except portable chemical toilets and one (1) portable skid-mounted building (8' X 16') shall be placed on the Site without such written approval. All buildings and improvements made or constructed shall comply with all local, state and federal laws and regulations and shall have the prior written approval of the LESSOR. LESSOR will not repair or maintain nor contribute funding toward the repair or maintenance of the Site or underground facilities now or in the future.
 - b. LESSEE agrees that any fencing, filling, road or runway building, excavating, leveling, paving, grading, or other improvements to the Site, desired or made by LESSEE, shall be at LESSEE'S sole cost and expense. Before doing any of the foregoing or making any improvements on the Site, LESSEE shall obtain the prior written approval of the LESSOR and receive such development or improvement permits as may be legally required.
 - c. LESSEE shall commit no waste upon the Site, and will use the Site in a good, sound manner, and in accordance with good practices of soil conservation, returning the Site at the end of this Lease in at least as good a condition as when received.
 - d. LESSEE shall maintain grass cover on the Site to control dust and erosion where possible at LESSEE'S sole cost and expense.
 - e. LESSEE shall keep water or fire extinguishers on the Site whenever fires are lit or when there is a danger of sparks igniting grass cover.
 - f. LESSEE shall provide and maintain portable chemical toilets on the Site sufficient for the number of expected users, at LESSEE'S sole cost and expense.
 - g. LESSEE shall provide off-street parking for the Site. Off-street parking layout shall be subject to the prior written approval by the LESSOR.
 - h. LESSEE shall conduct its operations in such a manner that dirt or dust is not blown onto adjoining properties and damage agricultural crops. If complaints are made regarding dirt or dust, LESSEE shall take immediate action to appropriately address complaint at LESSEE'S sole cost and expense.

- i. LESSEE'S operation shall be conducted in such a manner that noise does not disturb adjoining properties owners, occupants or livestock. Should complaints be received regarding noise, LESSEE shall take immediate action to appropriately address complaint at LESSEE'S sole cost and expense.

9. USE: The Site shall be used by the LESSEE solely and exclusively for the purposes of providing a model flying and operational site. The portion of the 15 acres that is underlain by cells of garbage and refuse resulting from the use of acreage as a solid waste disposal site, LESSEE may not irrigate the Site by any means. No crop other than non-irrigated cover grasses shall be planted thereon without the prior written approval by the LESSOR. The purpose of these restrictions is to protect the integrity of the former disposal site and to protect the public health and the environment. Any decision made by the LESSEE shall be based upon these considerations.

The lower level acreage of the Site that is not underlain with garbage and refuse and is free from the above restrictions in planting and irrigation.

The approximate usable acreage of the upper and lower elevations of the Site is 15 acres (9 ½ acres, upper, and 5 ½ acres, lower).

LESSEE'S use of the Site, as provided in this Lease, shall be in accordance with the following:

- a. LESSEE shall comply with all laws concerning the Site or LESSEE'S use of the Site.
 - b. LESSEE shall not use the Site in any manner that will constitute waste, nuisance or unreasonable annoyance to owners or occupants of adjacent properties.
10. LESSOR'S ENTRY OF SITE: LESSOR and its authorized representatives shall have the right to enter the Site at all reasonable times for purposes of inspection, flood control, to repair and maintain the old landfill, and to transport and store material on the Site, etc. LESSEE agrees to provide sufficient clear space for dump trucks to travel to the river bluff material storage area and other areas designated by LESSOR.
 11. SUPERVISION: LESSEE agrees to provide responsible supervision for all activities on the Site. Furthermore, LESSEE shall hold LESSOR harmless of all damages including damages caused by fire, theft, vandalism, and or other cost. LESSEE shall be required to secure the Site to preclude entrance at all times except during a public event held by the LESSEE or when two or more authorized representatives of the LESSEE are on the Site.
 12. TAXES: The property interest created by this Lease may be subject to property taxation and the LESSEE may be subject to property taxes levied on such property interest.
 13. INSURANCE COVERAGE REQUIREMENTS: Without limiting LESSEE'S duty to indemnify, LESSEE shall maintain in effect throughout the term of this Lease a policy or policies of insurance or program of self-insurance acceptable to the County with the following minimum limits of liability:
 - a. Comprehensive general liability, including, but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 per occurrence; and

- b. Comprehensive automobile liability covering all motor vehicles, including owned, leased, hired and non-owned, used for purposes under this Lease, with a combined single limit of not less-than \$1,000,000.00 per occurrence; and
- c. Worker's compensation insurance in the manner required by California Labor Code section 3700 and any other applicable state statute, and with a minimum of \$1,000,000.00 per occurrence for employer's liability.

GENERAL INSURANCE REQUIREMENTS: All insurance required by this Lease shall be with a company acceptable to LESSOR and authorized by law to transact insurance business in the State of California. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two years following termination of this Lease. A legally established and maintained self-insurance program by LESSEE that otherwise satisfies the requirement of this section shall be deemed acceptable by LESSOR.

Each liability policy shall provide that LESSOR shall be given notice in writing at least thirty (30) days in advance of any change, cancellation or non-renewal thereof.

Liability policies shall provide an endorsement naming LESSOR, its officers, agents and employees as Additional Insured's and shall further provide that such insurance is primary insurance and that the insurance of the Additional Insured's shall not be called upon to contribute to a loss covered by LESSEE'S insurance.

Prior to execution of this Lease by LESSOR, LESSEE shall file certificates of insurance or self-insurance with LESSOR, showing that the LESSEE has in effect the insurance required by this Lease. LESSEE shall file a new or amended certificate of insurance promptly after any change is made in any insurance policy that would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Lease, which shall continue in full force and effect.

14. INDEMNIFICATION: In consideration for use of the site and its facilities, LESSEE agrees to indemnify, defend, and save harmless LESSOR and its officers, agents, and employees from and against any and all claims, liabilities or losses whatsoever arising out of or in any way related to LESSEE'S use of the Site pursuant to this Lease, including but not limited to, claims for property damage, personal injury, death, injuries to reputation, economic losses, and emotional distress, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert fees) incurred by the LESSOR in connection with such claims. "LESSEE'S use" includes LESSEE'S action or inaction and the action or inaction of its officers, employees, and agents, including but not limited to LESSEE'S invitees. The obligation of LESSEE to indemnify does not extend to claims or losses arising out of the sole negligence or willful misconduct of the LESSOR or LESSOR'S officers, agents, or employees.

LESSEE shall hold harmless the LESSOR for any damages to personal property or injuries to persons, including death, sustained by any person using the roadway off of Chualar Dump Road or Chualar River Road in Chualar in connection with the this Lease.

15. ABANDONMENT: If LESSEE shall abandon said Site, or fails to enter the site for a period of more than 60 consecutive days, LESSEE'S site may be re-let by the LESSOR for such rent and upon such terms as LESSOR may see fit.

16. WAIVER: The waiver, by LESSOR or LESSEE, of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein, and the terms and conditions contained herein shall apply to and bind the heirs, successors and assigns of the respective parties hereto.
17. HOLDING OVER: If LESSEE, with LESSOR'S consent, remains in possession of the Site after expiration or termination of the term, or after the date in any notice given in terminating this Lease without a new lease being reached, such possession by LESSEE shall be deemed to be a month-to-month tenancy terminable on thirty (30) days prior written notice given at any time by either party, on the same terms and conditions herein stated.
18. NOTICE: Any notices that either party desires to or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid first class mail. Such notices shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within seventy-two (72) hours from the date of mailing or faxing.

COUNTY OF MONTEREY
Public Works Department
168 West Alisal, 2nd Floor
Salinas, CA 93091
(831) 755-4958 fax
Attn: Designated Facility Coordinator

SALINAS AREA MODELERS, INC.
P.O. Box 6351
Salinas, CA 93912-0851
(831) 754-3658 fax

General Services, Facilities
855 E. Laurel Dr., Bldg. C
Salinas, CA 93905
(831) 755-4688 fax
Attn: Real Property Specialist

19. LEASE ADMININSTRATORS. The Monterey County Public Works Director or his delegee shall be designated as the LESSEE'S lease administrator at the initiation of this Lease. General Services' Real Property Specialist shall be the LESSOR'S designated lease administrator at the initiation of this Lease. Each party reserves the right to designate any other individual as its lease administrator during the term of this Lease upon giving notice to the other party as indicated in the Notice section, above.
20. SUCCESSORS AND ASSIGNS: Subject to the restriction on assignment herein below written, this Lease, and all terms, covenants, and conditions hereof, shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of the respective parties hereto.
21. BOARD APPROVAL: This Lease shall be effective only upon approval by duly authorized representatives of the LESSOR and by the Monterey County Board of Supervisors.
22. OWNERSHIP: The LESSOR is the owner of the Site and shall be deemed the owner of all Site improvements thereon, other than removable structures and fences added by the LESSEE. All right, title and interest in and to the Site and Site improvements shall belong to the LESSOR. All right, title and interest to non-fixture personal property put in place by LESSEE shall be deemed to belong to LESSEE.
23. ASSIGNMENT: Neither party shall have the right or power, without the other party's prior written consent, to assign its rights or delegate its duties pursuant to this Lease.
24. CAPTIONS: The captions in this Lease are inserted only as a matter of convenience and for reference and in no way define the scope or the extent of this Lease or the construction of any provision.

- 25. COUNTERPARTS: This Lease may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.
- 26. INTERPRETATION OF AGREEMENT: The parties understand and agree that this Lease has been arrived at through negotiation, and that neither LESSOR nor LESSEE is to be deemed the party which prepared this Lease within the meaning of Civil Code Section 1654.
- 27. ENTIRE AGREEMENT, AMENDMENTS: This Lease embodies the entire agreement and understanding between the parties relating to the subject matter and may not be amended, waived or discharged, except by an instrument in writing executed by both parties. This Lease supersedes all prior agreements and memoranda relating to its subject matter.

IN WITNESS WHEREOF the parties hereto have executed this Lease the day and year written below.

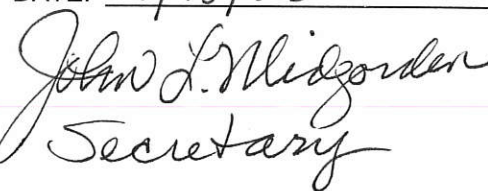
COUNTY OF MONTEREY, LESSOR

BY: 
Purchasing Manager

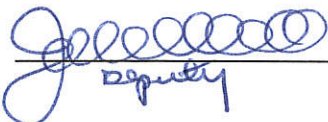
DATE: 4.3.07

SALINAS AREA MODELERS, INC., LESSEE

BY: Jim St. John
Title: President

DATE: 7/13/06

Secretary

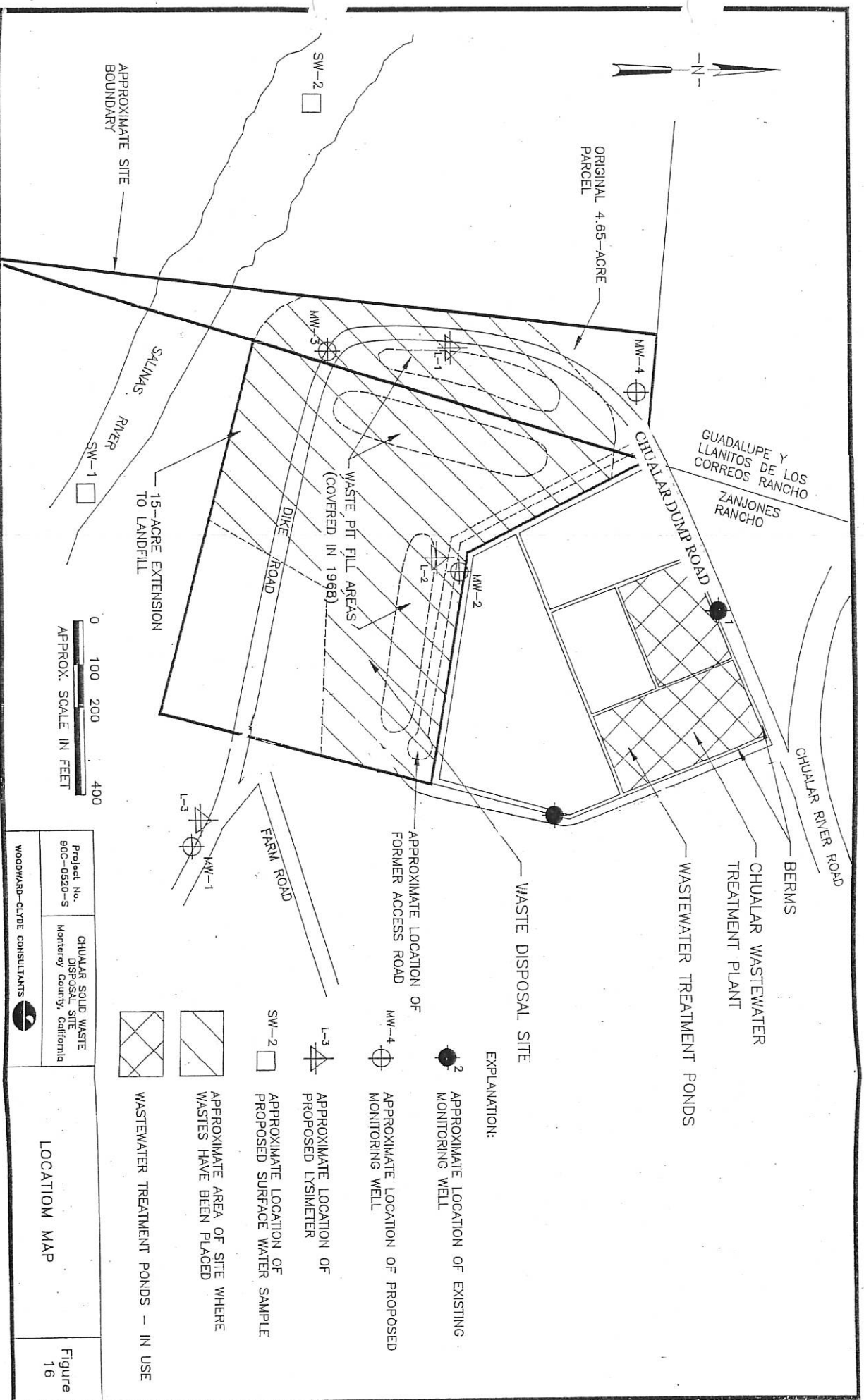
APPROVED AS TO FORM:
County Counsel

BY: 
deputy

DATE: _____

Attachments:
Exhibit A "the site"
Exhibit B "site accessibility"

Exhibit A
The Site



0 100 200 400
APPROX. SCALE IN FEET

EXPLANATION:

- APPROXIMATE LOCATION OF EXISTING MONITORING WELL
- APPROXIMATE LOCATION OF PROPOSED MONITORING WELL
- APPROXIMATE LOCATION OF PROPOSED LYSIMETER
- APPROXIMATE LOCATION OF PROPOSED SURFACE WATER SAMPLE
- APPROXIMATE AREA OF SITE WHERE WASTES HAVE BEEN PLACED
- WASTEWATER TREATMENT PONDS - IN USE

Project No. 90C-0520-S
CHUALAR SOLID WASTE DISPOSAL SITE
Monterey County, California

WOODWARD-CLYDE CONSULTANTS

LOCATION MAP

Figure 16

Exhibit B
 Chualar Landfill
 Site
 Accessibility

