LEASE AGREEMENT

Preamble

This Lease is made and entered into on June 4, 2012, by and between City of Delano, whose address is 1015 Eleventh Avenue, Delano, CA 93215 ("Landlord") and Monterey Golf Management Group, LLC, whose address is 10520 York Road, Monterey, CA 93940 ("Tenant").

ARTICLE 1. LEASE AND TERM OF LEASE

Premises

Section 1.00.a. Landlord, for and in consideration of the covenants and provisions to be kept and performed by Tenant under this Lease, hereby leases to Tenant, and Tenant agrees to lease from Landlord, the public golf course and facilities commonly known as the "Delano Municipal Golf Course" as set forth in Exhibit "A" ("the Property"), consisting of a 9-hole golf course, driving range, practice green, golf shop, and parking lot, and other amenities connected with the golf course and facilities (hereinafter referred to collectively as "the Improvements") located on the Property. The term "Premises" as used in this Lease shall mean both the Property and the Improvements. This Lease shall also consist of personal property as set forth in Exhibit "B" hereinafter referred to as the "Equipment".

Section 100.b. The parties acknowledge that golf carts are currently stored and charged in a building not owned by Landlord and not a part of the Premises. The Agreement related to such use by Landlord with the County of Kern ("County") is attached as Exhibit "C". Landlord's ability to utilize the County building is subject to the terms of said Agreement.

Original Term

Section 1.01. This Lease shall be for a term of five (5) years, beginning at 12:01 A.M. on June 18, 2012, ("Commencement Date"), and ending at 12:01 A.M. on June 18, 2017 ("Original Term"), unless terminated earlier pursuant to the provisions of this Lease.

Extended Term

Section 1.02. In the event Tenant is not then in default under this Lease, Tenant shall have the right to negotiate in good faith with Landlord mutually acceptable terms and conditions of a single Lease extension of five (5) years. Tenant retains the right of first refusal to enter into a new Lease after

expiration of the original term on terms and conditions mutually acceptable to Landlord and to Tenant. If Tenant elects to negotiate a Lease extension, Tenant shall give Landlord written notice of Tenant's election to negotiate at least one hundred eighty (180) days before expiration of the Original Term. The written notice shall be deemed effective on personal delivery to Landlord or on the date it is deposited in the United States mail in accordance with the provisions of Section 13.03. References throughout this Lease to "the term of this Lease" or "Lease term" shall include both the Original Term and the Extended Term, if any, unless otherwise indicated.

Holding Over

Section 1.03. In the event Tenant holds over and continues in possession of the Premises after expiration of the Original Term (when Tenant has not validly exercised its option to extend the term of the Lease in accordance with Section 1.02) or after expiration of the Extended Term (when Tenant has validly exercised its option to extend the term of the Lease in accordance with Section 1.02), Tenant's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this Lease.

ARTICLE 2. RENT

Consideration

Section 2.01. In consideration of the mutual covenants and agreements contained in this Lease, the parties agree that Tenant shall pay Landlord One Dollar ($1.00) per year under this Lease for the Original Term and the Extended Term of this Lease.

Pro Shop Merchandise

Section 2.02. After conducting an inventory of the Premises Pro Shop, Landlord and Tenant value the Pro Shop merchandise ("The Pro Shop Merchandise") at _____ Dollars ($_____). Tenant will purchase from Landlord for the full wholesale value of _____ Dollars ($_____) the Prop Shop Merchandise identified in Exhibit "D", attached hereto and incorporated herein by reference.

Tenant shall make a one-time payment to Landlord for the Pro Shop Merchandise no later than July 1, 2012. Upon such payment, all title and interest in the inventory shall be transferred to Tenant.

ARTICLE 3. USE OF PREMISES

Permitted Use

Section 3.01.a. During the term of this Lease (including the Original Term and the Extended Term, if any), the Premises and Equipment shall be used for the exclusive purpose of operating a daily fee golf course which is open to the general public, together with all related services, including a pro shop, golf instruction services, tournament services, course marshaling services, retail sales shop, driving range, putting area, and food and beverage service, and other business operation or purpose with the prior written consent of Landlord. In conducting the business specified in this Section in and on the Premises, Tenant shall sell any merchandise and render any services that are customarily sold and rendered by the operators of businesses of the same type in the State of California.

Section 3.01.b. Tenant shall use its efforts to obtain reasonable exposure for and usage of the Premises, and arrange and conduct reasonable advertising and promotions as the Tenant deems necessary to maintain adequate use levels. This effort shall include:

1. Writing and servicing of news releases to local media;
2. Conducting golf tournaments, exhibitions and clinics;
3. Implementing appropriate teaching programs (where available space permits);
4. Promoting junior golfers and league play;
5. Promoting outings and special events located at the Premises.

Operation of Business

Section 3.02. During the Lease's term, Tenant shall, unless prevented by casualty loss to the building, strikes, or other conditions beyond Tenant's control, conduct business of the type and nature specified in Section 3.01 of this Lease on the Premises in a diligent and business like manner and keep the Premises open during the usual and customary business hours for similar concerns in the State of California, provided however that Tenant shall not be required to keep the Premises open for business during periods when weather makes golf play impractical or when major repairs or alterations are being made thereto which substantially interfere with the orderly conduct of Tenant's business or during any times when the Premises are closed or untenable by reason of strikes, labor disputes, fire or other casualties beyond Tenant's control. Tenant shall in the operation of its business upon the

Premises employ its best judgment effort and abilities to operate said golf course in a manner calculated to attract a high level of use.

Tenant's Right to all Profits of Business

Section 3.03. Tenant shall be entitled to retain all revenues resulting from the operation of the Premises, which are gross cash revenues and credit card sales actually received from all sources during each fiscal year in connection with the operation of the Premises, including, but not limited to: food and beverage sales, green fees, cart rentals, golf shop revenues, driving range fees, membership annual and monthly dues, equipment rentals, and facilities rentals, directly derived from operation of the Premises, but excluding the following: revenues from the sale of the Premises as a whole or in part, proceeds from condemnation awards or monies paid under threat of condemnation, except as provided for in Article 11, and insurance for loss or damage to property, except as provided for in Article 8.

Tenant's Expenses

Section 3.04.a. During the Lease term, Tenant shall be completely responsible for all costs and expenses relating to the operations and maintenance of the Premises and Equipment, including, but not limited to, all normal expenses and recurring disbursements made during the operation of the Premises, payroll expenses, sales taxes, payroll and other withholding taxes for employees working exclusively for the Tenant, all costs of employee benefit and welfare plans for employees of the Tenant, supplies, maintenance and repair expenses (except as set forth in Sections 5.02 and 7.02), golf cart leasing expenses (an amount equal to the Lease expense and related costs shall be included), utility charges, and insurance premiums as herein provided, management fees, cost of goods sold in the golf shop, and all other amounts reasonably expended in connection the ownership, operation and maintenance of the Premises and Equipment (except as set forth in Sections 5.02 and 7.02), including all marketing and sales expenses and real property, possessory or other taxes on the Property. All administrative and accounting functions performed by Tenant's administrative or operations teams, including, but not limited to payroll, accounts payable, accounts receivables, workers' compensation insurance activity or any other insurance activity shall be included within Tenant's expenses.

Section 3.04.b. Within five (5) days of the Effective Date of this Lease, Landlord shall deposit Seventy Five Thousand Dollars ($75,000) in an account earmarked "Monterey Golf/Delano Operating Account" for Tenant access and available to Tenant for expenditures relating solely to the Premises. Tenant shall refund one-third, or Twenty Five Thousand Dollars ($25,000), of this amount to Landlord on or before the end of the first year of this Lease. Tenant shall refund one-third, or Twenty Five Thousand Dollars ($25,000), of this amount to Landlord on or before the end of the

second year of this Lease. Tenant shall refund one-third, or Twenty Five Thousand Dollars ($25,000), of this amount to Landlord on or before the end of the third year of this Lease. If Landlord terminates for any reason prior to Tenant refunding the full Seventy Five Thousand Dollars ($75,000) to the Landlord, Tenant shall refund the balance (depending on the time of termination) owed to the Landlord upon the date of termination.

Insurance Hazards

Section 3.05. Tenant shall not commit or permit the commission of any acts on the Premises or use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring the Premises or the Improvements on the Premises. Tenant shall, at its own cost and expense, comply with any and all requirements of Landlord's insurance carriers, if any, necessary for the continued maintenance at reasonable rates of any fire and liability insurance policies on the Premises and the improvements on the Premises carried by Landlord.

Waste or Nuisance

Section 3.06. Tenant shall not commit or permit the commission by others of any waste on the Premises. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined in Civil Code Section 3479 on the Premises. Tenant shall not use or permit the use of the Premises for any unlawful purpose.

Compliance with Laws

Section 3.07. Tenant shall at Tenant's own cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, relating to Tenant's specific use and occupancy of the Premises (and specifically excluding any such laws and requirements which would pertain to any lawful use and occupancy of the Premises in contrast to Tenant's specific use), whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. Tenant shall cause the Premises to be maintained, operated and used in material compliance with all applicable federal, state and local laws rules and regulations, including, without limitation, laws relating to hazardous substances, the Americans With Disabilities Act, environmental laws and regulations including rules enforced by the California Department of Fish & Game and the Regional Water Quality Control Board, all accounting and regulatory requirements such as payment of payroll taxes, ordinances and regulations and in compliance in all material respects with all applicable contractual requirements affecting the Tenant which the has notice and control.

Tenant Representations and Warranties

Section 3.08. Tenant represents and warrants to Landlord the following:

1. Tenant is a limited liability company, organized and existing under the laws of the State of California.
2. Tenant has full power and authority to enter into and perform in accordance with the terms and provisions of this Lease.
3. To the best of Tenant's knowledge, this Lease will not result in any breach of the terms or conditions of, or constitute a default under any agreement or instrument under which Tenant is a party or is obligated.
4. Tenant is experienced in the field of golf course operations and maintenance and will operate and maintain the Premises with that same level of experience and professionalism at not less than the current standard being maintained at Premises.

ARTICLE 4. UTILITIES

Gas, Electricity, Telephone, Sewer, Internet and IT Support

Section 4.01. Tenant shall pay, and hold Landlord and the property of Landlord free and harmless from all charges for the furnishing of gas, sewer, and electricity to the Premises during the term of this Lease, with the exception of the electricity charges for operation of the irrigation pump as provided in Section 7.01, which shall be the responsibility of Landlord. All such charges to be paid by Tenant shall be paid directly to the provider of the service and shall be paid as they become due and payable but in any event before delinquency. The conditions relating to Tenant's responsibility for water charges are defined and set forth in Article 7 below.

ARTICLE 5. REPAIRS AND MAINTENANCE

Tenant's Duty to Maintain and Repair

Section 5.01.a. At all times during the term of this Lease, and any renewals or extensions of the term of this Lease, Tenant shall, at its own cost and expense and at no cost and expense to Landlord, maintain the Premises and Equipment and all portions of the Premises, including the golf course and all improvements, structures, buildings and fixtures thereon in good order and repair, except as otherwise provided in Section 5.02 herein.

Section 5.01.b. Tenant shall provide for and supervise the actual physical maintenance of the golf course, range, practice green, pro shop and inventory, maintenance of Equipment and other aspects of the golf operations in accordance with the quality standards in place at the beginning of this Lease, including without limitation grounds keeping, cleaning, rubbish removal, painting and landscape maintenance. Tenant shall make or cause to be made all ordinary repairs, replacements and/or alterations Tenant determines are reasonable and/or necessary, unless otherwise provided in this Lease. Tenant shall periodically inspect the Premises and Equipment to determine the need for maintenance and repair, and shall monitor all contractors performing repair, maintenance or improvement work on the Premises and Equipment. Landlord representative shall perform a complete physical inventory of all fixtures, equipment, machinery, assets and all other physical items at the commencement of this Lease. Tenant and Landlord representative shall prepare a written inventory of all inventory which shall be signed by both parties.

Section 5.01.c. Tenant, as a part of Tenant's maintenance of the Premises, will conduct a water and soil analysis (collectively the "Soil Analysis") and provide and apply fertilizers and other items in conformance with the Soil Analysis and similar to the applicable guidelines set forth in Exhibit "E" attached hereto and incorporated herein.

Maintenance by Landlord

Section 5.02.a. Landlord shall, at its own cost and expense, maintain in good condition and repair the structural elements of the Building. For purposes of this section, "structural elements" shall mean the exterior roof, exterior walls (except window glass), structural supports, foundation of the Building and A/C and heating system. Landlord shall not be liable for any damages to Tenant or the property of Tenant resulting from Landlord's failure to make any repairs required by this section unless written notice of the need for those repairs has been given to Landlord by Tenant and Landlord has failed for a period of thirty (30) days after receipt of the notice, unless prevented by causes not the fault of the Landlord, to make the needed repairs. Notwithstanding anything in this Section to the contrary, Tenant shall promptly reimburse Landlord for the full cost of any repairs made pursuant to this Section required because of the negligence or other fault, other than normal and proper use, of Tenant or its employees or agents or subtenants, if any.

Section 5.02.b. Landlord and its agents shall have the right to enter the Premises at all reasonable times (and at any time during an emergency) for the purpose of inspecting them or to make any repairs required to be made by Landlord under this Lease.

Section 5.02.c Landlord will provide up to Twenty Thousand Dollars ($20,000) annually in maintenance and repair costs for the Equipment. Such maintenance and repairs shall be done by the Landlord at Landlord's City Central Garage ("Garage"). Tenant shall be responsible for delivery and retrieval of any Equipment to the Garage. A work order from Tenant will be initiated by Tenant when the Equipment is delivered to the Garage. Landlord will generate an invoice in the form attached hereto as Exhibit "F" which will be provided to Tenant after the work is performed. The hourly costs of said services shall be Eighty Five Dollars ($85) per hour. Tenant shall be responsible for all costs or charges for maintenance or repair of the Equipment above the Twenty Thousand Dollar ($20,000) annual allowance.

Surrender of Premises

Section 5.03. On expiration or earlier termination of this Lease, Tenant shall promptly surrender and deliver the Premises and Equipment to Landlord in as good condition as they are now at the date of this Lease, excluding reasonable wear and tear, and repairs required to be made by Landlord under this Lease.

Tenant's Waiver of Civil Code Sections 1941 and 1942

Section 5.04. Tenant hereby expressly waives the provisions of Civil Code Sections 1941 and 1942 and any other statute or law requiring Landlord to put or maintain the Premises in a condition fit for human occupancy and to repair all subsequent dilapidations of the Premises that render them untenable.

ARTICLE 6. ALTERATIONS AND IMPROVEMENTS

Tenant's Right to Make Alterations and Improvements

Section 6.01. Tenant shall have the right to make alterations and improvements to the Premises, subject to the following terms and conditions:

(a) No alterations or improvements made by Tenant shall in any way impair the structural stability of any building or improvement on the Premises or diminish the value of the Premises;
(b) Tenant shall keep the Premises and every part of the Premises free and clear of any mechanics' lien or materialmen's lien arising out of the construction of any such alterations, improvements, or repairs;

(c) All alterations and improvements made to the Premises shall become the property of Landlord and shall remain on and be surrendered with the Premises at the expiration or earlier termination of this Lease, or any renewal or extension of this Lease;
(d) All alterations and improvements shall comply with all applicable laws, ordinances, and regulations of any governmental authority with jurisdiction over the Premises.
(e) All repairs or improvements to the Equipment shall become the property of Landlord.

Ownership of Improvements

Section 6.02. All alternations, additions, installed equipment or improvements to the Premises made by Tenant and subcontractors shall become the property of Landlord at the termination of the Lease. Subject to Landlord's rights in the event of a default, Tenant may remove Removable Trade Fixtures owned by Tenant if such removal does not damage the Premises.

ARTICLE 7. WATER AND IRRIGATION SYSTEM

Irrigation System

Section 7.01. The parties acknowledge the existence of a golf course pumping station installed and operated by Landlord, allowing for irrigation at normally acceptable golf course irrigation system standards. The cost to operate, maintain or repair the pumping station shall be paid by Landlord.

Use and Cost of Water to Tenant

Section 7.02 Landlord shall provide water to Tenant for the Premises through the pumping stations set forth in Section 7.01 at no cost to Tenant. Tenant use of such water shall be reasonable and in line with normal operation of a golf course.

ARTICLE 8. INDEMNITY AND INSURANCE

Hold-Harmless Clause

Section 8.01. Tenant agrees to protect, indemnify, defend and hold Landlord harmless from and against any all liability, loss, cost, expense, damage and reasonable attorneys' fees (collectively "Damages") resulting

from Tenant's occupation and use of the Premises, specifically including, without limitation, any claim, liability, loss, or damage arising by reason of:

(a) The death or injury of any person or persons, including Tenant or any person who is an employee or agent of Tenant, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, and caused or allegedly caused by either the condition of the Premises or Equipment, or some act or omission of Tenant or of some agent, contractor, employee, servant, subtenant, or concessionaire of Tenant on the Premises;

(b) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Tenant or any agent or employee of Tenant; and

(c) Tenant's failure to perform any provision of this Lease.

Public Liability and Property Damage Insurance

Section 8.02. Tenant shall, at its own cost and expense, procure and maintain for the benefit of the Landlord during the entire term of this Lease public liability insurance and property damage insurance issued by an insurance company reasonably acceptable to Landlord and insuring Landlord against loss or liability caused by or connected with Tenant's occupation and use of the Premises or Equipment under this Lease in amounts not less than:

(a) Comprehensive general liability in the amount of at least Five Million Dollars ($5,000,000.00);

(b) Fire, property and casualty insurance in an amount equal to the replacement cost of the Premises and golf operations. These policies herein and policies as set forth in this Lease Agreement shall be underwritten with insurance carriers licensed and approved to do business in California, having a general policyholders' rating of not less than "A" and a financial rating of not less than "X" or equivalent in the most current Best Key Rating Guide, and shall be endorsed that no policy may be cancelled or materially altered without at least thirty (30) days prior written notice by carrier to City.

(c) Tenant agrees to promptly report any and all accidents, damages and loss to Landlord (except for de minimus items). Tenant shall take no action (such as admission of liability which would, in its reasonable judgment, prejudice Landlord or the insurance carrier in the defense of any claim.

(d) Tenant shall provide evidence of such insurance by certificates. Tenant shall obtain and provide to Landlord endorsements naming Landlord, its officers, its officials, its employees and agents as additional insureds and specifying that Landlord's insurance and/or risk management coverage is excess and non-contributing.

Tenant's Personal Property

Section 8.03. Tenant shall, during the full term of this Lease and any renewals or extensions thereof, maintain at Tenant's own cost and expense an insurance policy issued by a reputable company authorized to conduct insurance business in California insuring for their full insurable value all fixtures and equipment and, to the extent possible, all merchandise that is, at any time during the term of this Lease, in or on the Premises against damage or destruction by fire, theft, or the elements.

Cancellation Requirements

Section 8.04. Each of the insurance policies shall be in a form reasonably satisfactory to Landlord and shall carry an endorsement that, before changing or canceling any policy, the issuing insurance company shall give Landlord at least thirty (30) days prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to Landlord.

ARTICLE 9. SIGNS AND TRADE FIXTURES

Installation and Removal of Trade Fixtures

Section 9.01. Tenant shall have the right at any time and from time to time during the term of this Lease, at Tenant's sole cost and expense, to install and affix in, to, or on the Premises any items, herein called "trade fixtures," for use in Tenant's trade or business that Tenant may, in Tenant's sole discretion, deem advisable. Any and all trade fixtures that can be removed without structural damage to the Premises or any building or improvements on the Premises shall, subject to Section 6.04 of this Lease, remain the property of the Tenant and may be removed by Tenant at any time before the expiration or earlier termination of this Lease, provided Tenant repairs any damage caused by the removal.

Unremoved Trade Fixtures

Section 9.02. Any trade fixtures described in this Article that are not removed from the Premises by Tenant within thirty (30) days after the expiration or earlier termination regardless of cause, of this Lease shall be deemed abandoned by Tenant and shall automatically become the property of Landlord as owner of the real property to which they are affixed.

Signs

Section 9.03. Tenant may erect, maintain, permit, and from time to time remove any signs in or about the Premises that Tenant may deem necessary

or desirable, provided that any signs erected or maintained by Tenant shall comply with all requirements of any governmental authority with jurisdiction.

ARTICLE 10. DESTRUCTION OF PREMISES

Tenant's Duty to Repair

Section 10.01. If the Premises or any portion of the Premises, or any building or improvement on the Premises, is damaged or destroyed by any cause whatsoever or by any cause for which Tenant is required under this Lease to carry insurance, Tenant shall promptly repair the damage and restore the Premises to at least the same condition that existed before that damage or destruction, to the extent that the insurance proceeds pay for the damage or destruction and the proceeds are sufficient to cover the entire cost of repair or restoration. During repair and restoration this Lease shall remain in full force and effect. The proceeds of any insurance covering the damage or destruction shall be made available to Tenant for the repair or restoration required under this Section.

Tenant's Option to Terminate Lease

Section 10.02. Notwithstanding any other provisions of this Lease, Tenant may terminate this Lease if the buildings on the Premises are damaged or destroyed by any cause for which Tenant is required to carry insurance under this Lease during the last two years of the term of this Lease to such an extent that it will cost more than twenty-five percent (25%) of the replacement value of the buildings immediately before the damage or destruction to restore the buildings to the condition in existence immediately before the damage or destruction. Tenant may terminate this Lease by giving written notice of termination to Landlord not later than thirty (30) days after the event causing the damage or destruction. The termination shall be effective on the date specified in the Tenant's notice or on the date Tenant completes vacating the Premises, whichever is later. If Tenant terminates this Lease pursuant to this section, all insurance proceeds payable because of the damage or destruction shall be paid to and be the property of Landlord.

Abatement of Performance by Tenant

Section 10.03. If damage or destruction to the Premises renders the operation of Tenant's business impossible and Tenant in fact ceases to operate its business, the performance by Tenant required under this Lease shall abate during the period in which any repairs or restoration or rebuilding occurs.

ARTICLE 11. CONDEMNATION

Termination for Condemnation

Section 11.01. If a sufficient portion of the Premises is taken by any authority other than Landlord having the power of eminent domain during the term of this Lease such that Tenant can no longer meet its obligation or perform under this Lease, this Lease shall cease and terminate. The date of such termination shall be the earlier of the date upon which possession is tendered to such authority by Tenant or the date upon which possession is taken by such authority.

ARTICLE 12. DEFAULT, ASSIGNMENT, AND TERMINATION

Subletting or Assignment

Section 12.01. (a) Tenant may assign this Lease or sublet the Premises or any services of the Premises, provided Tenant first obtains the written consent of Landlord to any such assignment or subletting. Landlord may approve or deny such assignment in its sole discretion; however, such approval shall not be arbitrarily or unreasonably withheld. A consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting, and any such subsequent assignment or subletting without Landlord's consent shall be void and shall, at Landlord's option, terminate this Lease. (b) Tenant shall pay to Landlord ten percent (10%) of any amount received by Tenant from any approved assignee or sublessee, resulting from the assignment or subletting of the Premises by Tenant.

Default Defined

Section 12.02. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(a) The abandonment or vacation of the Premises by Tenant (the absence of Tenant from or the failure by Tenant to conduct business on the Premises for a period in excess of seven (7) consecutive days shall constitute an abandonment or vacation for purposes of this Lease).

(b) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, when that failure continues for thirty (30) days after written notice of Tenant's failure is given by Landlord to Tenant; provided, however, that if the nature of that default is such that it cannot reasonably be cured within a 30-day period, Tenant shall not be deemed to be in default if Tenant commences that cure within the 30-day period and thereafter diligently prosecutes it to completion.

(c) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, it is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, when that seizure is not discharged within thirty (30) days.

The notices provided for in subsections (a) and (b) of this Section 12.02 are not intended to replace, but rather are in addition to, any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure Section 1161 et seq.

Termination of Lease and Recovery of Damages

Section 12.03. In the event of any default by Tenant under this Lease, in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the right to terminate this Lease and all rights of Tenant hereunder by giving written notice of the termination. No act of Landlord shall be construed as terminating this Lease except written notice given by Landlord to Tenant advising Tenant that Landlord elects to terminate the Lease.

Landlord's Right to Continue Lease in Effect after Breach

Section 12.04. (a) If Tenant breaches this Lease and abandons the Premises before the natural expiration of the term of this Lease, Landlord may continue this Lease in effect by not terminating Tenant's right to possession of the Premises, in which event Landlord shall be entitled to enforce all its rights and remedies under this Lease. Tenant shall be bound by all the terms and conditions of this Lease while continuing possession.
(b) No act of Landlord, including but not limited to Landlord's entry on the Premises, efforts to reset the Premises, or maintenance of the Premises, shall be construed as an election to terminate this Lease unless a written notice of that intention is given to Tenant or unless the termination of this Lease is decreed by a court of competent jurisdiction.

Landlord's Right to Cure Tenant Defaults

Section 12.05. If, after receipt of the required notice as provided for in Section 12.02, Tenant breaches or fails to perform any of the covenants or provisions of this Lease, Landlord may, but shall not be required to,

cure Tenant's breach. Any sum expended by Landlord, with the then maximum legal rate of interest, shall be reimbursed by Tenant to Landlord.

Cumulative Remedies

Section 12.06. The remedies granted to Landlord in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or provided in this Lease.

Waiver of Breach

Section 12.08. The waiver by Landlord of any breach by Tenant of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or another provision of this Lease.

ARTICLE 13, MISCELLANEOUS

Force Majeure--Unavoidable Delays

Section 13.01. If the performance of any act required by this Lease to be performed by either Landlord or Tenant is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this section shall excuse the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

Attorneys' Fees

Section 13.02. If any litigation is commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties of either in relation to the Premises or to this Lease, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

Notices

Section 13.03. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party to this Lease by the other party to this Lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the parties as follows:

Tenant: Monterey Golf Management Group, LLC
Attn: _____
10520 York Road
Monterey, CA 93940

Landlord: City of Delano
Attn: City Manager
1015 Eleventh Avenue
Delano, CA 93215

Either party, Tenant or Landlord, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

Governing Law

Section 13.04. This Lease shall be construed in accordance with the laws and judicial decisions of the State of California and venue for any legal or equitable action shall be in the County of Kern.

Binding on Heirs and Successors

Section 13.05. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant.

Partial Invalidity

Section 13.06. If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Lease shall remain in full force and effect unimpaired by the holding.

Sole and Only Agreement

Section 13.07. This instrument constitutes the sole and only full, final, and complete agreement between Landlord and Tenant respecting the Premises, the leasing of the Premises to Tenant, or the Lease term created under this Lease, and correctly sets forth the obligations of Landlord and Tenant to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Landlord to Tenant not expressly set forth in this instrument are null and void. All prior negotiations between the parties are subsumed into this Lease to the extent they have been agreed to, and if not agreed to by the parties such negotiations are not set forth in the terms and conditions of this Lease. This Lease may not be extended, amended, modified, altered, or changed, except in a writing signed by Landlord and Tenant.

Time of Essence

Section 13.08. Time is expressly declared to be of the essence in this Lease.

Relationship of Parties

Section 13.09. The parties do not intend that this Lease constitute, and this Lease shall not be interpreted under any circumstances as a partnership, joint venture or other business association. The relationship of the parties is solely that of Landlord-Tenant. This Lease does not, and is not intended to create any rights for parties who are not signators hereto.

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Possessory Interest

Section 13.10. This Lease may create a possessory interest which is subject to property taxation. The party in whom the possessory interest is vested may be subject to the payment of any property tax levied on such interest. Tenant may be subject to such taxes. See Revenue and Taxation Code Section 107.6.

THE PARTIES HERETO have executed this Lease Agreement on the 30 day of May, 2012.

CITY OF DELANO

BY: _____
Maribel Reyna
City Manager

ATTEST:
_____
Phyllis A. Kraft, City Clerk

Approved as to form:

_____
Alan J. Peake
City Attorney for the City of Delano

MONTEREY GOLF
MANAGEMENT GROUP, LLC

BY: _____
PRESIDENT

C:\files\Delano\agreements\GolfCourseLeaseAgreement

Golf Course Lease Agreement Exhibit List

Exhibit A:	Refers to the legal description (the "Property")
Exhibit B:	Refers to the personal property (the "Equipment")
Exhibit C:	Refers to the Agreement with County of Kern (golf cart charging and storage)
Exhibit D:	Inventory of the Pro Shop Merchandise
Exhibit E:	Guidelines for application of fertilizer
Exhibit F:	Invoice form with hourly costs of service for maintenance by City for Equipment

C:\files\Delano\agreements\golfcourseleaseexhibitlist

EXHIBIT B

City of Delano Golf Course

Riding Equipment

		Est. Value	
1	Flatbed Truck (# 711)	$	5,000.00
2	Tiger mower Fairways (#725A)	$	48,000.00
3	Chevy S-10 pick-up (#60028)	$	500.00
4	X-MART 42" Riding mower (#MD-2)	$	2,500.00
5	Toro Cushman (#6503)	$	2,000.00
6	Toro Cushman (#6504)	$	2,000.00
7	Toro Cushman (#6505)	$	2,000.00
8	Gravely riding mower for rough (#G-6501)	$	2,500.00
9	Jacobsen riding mower (#G-05) for T-boxes	$	4,800.00
10	Jacobsen riding mower (#G-08) for Collars	$	2,500.00
11	Sprayer (#G-04)	$	1,200.00
12	Tractor Kubota Pick-up Ball Machine	$	2,000.00
13	Eastman lawn mower Honda engine 160	$	1,600.00
	Riding Equipment	**$**	**76,600.00**

Power Tools

14	1 – Power Edger B88143.	$	350.00
15	1 – Blower Backpack (Echo) P271090078.	$	350.00
16	1 – Chain Saw (Still) 14" (#6509)	$	250.00
17	2 – Weed-eaters (Shindaiwa) Equipment (#6502, #6506)	$	750.00
18	1 – Rotor-tiller (Honda).	$	350.00
19	12 - Golf Cart Battery Chargers	$	280.00
	Power Tools	**$**	**2,330.00**

Small Maintenance Tools

20	2 – 36" Leveling Rakes	$	90.00
21	2 – Mc Clouds Hoes.	$	40.00
22	2 – Leaf Rakes green.	$	16.00
23	2 – Push Brooms.	$	32.00
24	2 – Hula- Hoes.	$	32.00
25	2 – Scoop Shovels.	$	32.00
26	2 – Square Shovels.	$	32.00
27	2 – Round Shovels.	$	32.00
28	2 – EZ Trash Pickers	$	32.00
29	2 – Trenching Shovels.	$	40.00
30	2 – Hand Spreaders.	$	50.00
31	2 – Axe Picks.	$	40.00
32	2 – Metal Rakes 12"	$	20.00
33	2 – Worley Bird Hand spreaders.	$	20.00
34	2 – Drop Spreaders 1000 (Scotts)	$	60.00
35	2 – Pitch Forks.	$	40.00
36	2 – Grease Guns.	$	24.00
37	2 – 5 gallon gas cans.	$	20.00
38	2 – 1 gallon gas cans.	$	10.00

City of Delano Golf Course

EXHIBIT B

39	2 – Sand drag mats.	$	300.00
40	2 – Hand Pole Saws.	$	90.00
41	1 – Scale	$	40.00
42	1 – Wheel Barrel.	$	40.00
43	1 – Water Roller.	$	150.00
44	12 – sand-trap rakes	$	90.00
45	1 – Drop spreader 3000 (Scotts).	$	50.00
46	1 – Rotary spreader Pro.	$	250.00
47	1 – Spreader Edge guard DLX	$	50.00
	Small Maintenance Tools	**$**	**1,722.00**

Buildings

48	Club House (Triple Wide Mobile)	$	59,600.00
49	Restroom Building (Single Wide Mobile with HC Ramp)	$	20,000.00
50	Old Brick Barn (Storage)	$	10,000.00
	Buildings	**$**	**89,600.00**

Club House Furnishings & Equipment

Vending Machines

51	Pepsi Vending Machine (double door unit)	On Loan	
52	Pepsi Vending Machine (single door unit)	On Loan	

Tables and Chairs

53	4 - Green Upholstered Chairs	$	800.00
54	24 - Folding Chairs	$	1,440.00
55	5 - Round 46" Plastic Tables	$	450.00
56	Wood Top 72" Table	$	60.00
57	Wood Top 60" Table	$	50.00
58	Plastic Folding 72" Table	$	85.00
59	Stone Bench 59"	$	162.00
60	2 - Stone Patio Set (Table and Chairs)	$	1,000.00

Kitchen Equipment

61	Microwave Oven	$	100.00
62	Arctic Air Freezer	$	1,500.00
63	Arctic Air Regrigerator	$	2,000.00
64	Stainless Steel Coffeemaker	$	100.00

Office Equipment and Counter Displays

65	Wooden Desk	$	650.00
66	Golf Bag Rack (8 place)	$	525.00
67	2 - Display Counter 48" Black	$	1,000.00
68	Corner Display Counter 42" Black	$	425.00
69	Glass Top 96" Jewelry Display Black	$	725.00
70	Credit Card Machine	City Lease	
71	Cash Register XE-A505 Sharp	$	370.00
72	2 - Smoking Receptacles	$	320.00
73	Police Scanner (For Building Security)	$	250.00
74	2 - Patio Umbrellas	$	240.00

City of Delano Golf Course

EXHIBIT B

Janitorial Equipment

75	2 - Wet Floor Sign Stand	$	50.00
76	Rubbermaid mop bucket wringer w/ mop	$	100.00
77	Commercial Super Coach Vacuum	$	700.00
78	Industrial Squeegee	$	40.00

Golf Equipment

79	A-Frame ball picker fork replacement part	$	100.00
80	Hand Push Ball Picker	$	520.00
81	Ball Washer	$	1,300.00
82	3 - Golf Cart Tow Bars and Clips	$	675.00
83	Portable Spike Brush Stand	$	200.00
84	Bag Shag Ball Retriever	$	35.00
85	Ball Picker Wheeled Switchback	$	2,500.00
86	EZGO Golf Carts (Total of 11)	$	33,000.00
87	6 - Golf Cart Spare Tires	$	528.00
88	Golf Cart Identification Flag (Handicap)	$	30.00
	Club House Furnishings & Equipment	**$**	**52,030.00**

EXHIBIT "C"

Kern County Parks and Recreation

COPY
To Alan P. 5/7/12

AGREEMENT FOR GRATUITOUS SERVICES

City Agreement 2005-42

WHEREAS, the County of Kern, a political subdivision of the State of California owns a certain parcel of land in said County of Kern, commonly known and designated as Delano Memorial Park Exhibit Building which is maintained by said County for the benefit of the public; and

WHEREAS, [redacted] See attached.

free of charge to said County.

IT IS AGREED that said services will be rendered only in cooperation with the Parks and Recreation Department, and at the place or places designated by said department, and under its supervision.

It is well understood that said services are to be a voluntary donation and that no relationship of employer and employee exists and that the undersigned fully recognizes the fact that no obligation whatever exists from County to the undersigned by reason of the acceptance by County of said services and that said undersigned, and his heirs, do waive all claim for any damage for death or injury which may result by reason of or in the course of the performance of any of the services so to be perfotmed by the undersigned.

This agreement shall be binding upon the heirs, executors, successors or assigns of the undersigned.

Executed this 5th day of July, 2005

(Signature) (Title)

Abdel Salem, City Manager
City of Delano
1015 11th Avenue
Delano CA 93215
720-9760 (fax)

APPROVED:

Director of Parks and Recreation Department

By Robert Lemele Interim Director
(Signature) (Title)

KC Parks & Rec. #88 (1-65)

To utilize a portion of the Exhibit Building at Delano Memorial Park to store no more than 18 golf carts. User will remove all golf carts when requested to do so by the Park Supervisor on the date indicated by the Supervisor.

The County of Kern will not be responsible for any losses, damages or vandalism to golf carts while stored in the Exhibit Building. County will not be responsible for City of Delano employees or golf course representatives while they are in or around the property. County has the right to terminate this agreement with 30 days notice.

When exiting the building, City of Delano employees and or golf course representatives will be responsible for properly securing the building. Failure to abide by this request will result in termination of use of the building.

City of Delano Golf Course

EXHIBIT D

Pro Shop Inventory

88	9 - Greens Flags / Pole	$	270.00
89	3 - Golf Bags	$	300.00
90	2 - Golf Club Sets (Junior)	$	100.00
91	4 - Range Distance Markers	$	220.00
92	7 - Pull Carts	$	420.00
93	9 - Divot Mix Bottles	$	90.00
94	15 - Golf Range Wire Ball Pales (6.5" X 7.5")	$	105.00
95	6 - Utility Range Basket (6.25" X 12.5")	$	108.00
96	6 - Aluminum Practice Green Marker Heads	$	42.00
97	6 - Aluminum Practice Green Marker Poles	$	90.00
98	2 - Signs: "No Drivers Allowed"	$	24.00
99	1 - Signs: "Chipping Area"	$	12.00
100	6 - Signs: "No Chipping"	$	72.00
	Store Inventory	**$**	**1,853.00**

EXHIBIT "E"

TOTAL NUTRITION SYSTEM
APPLICATION GUIDE

Greens & Collars				
JAN	Calcium Nitrate, Solution Grade	50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	50 lbs/acre		
	Link Fe 5	1.5 gallons/acre		
	Pennamin P, Driver	8 oz/acre		
FEB	Contec 9-0-18	7 x 40 lb/acre	Water in	
FEB	Calcium Nitrate, Solution Grade	50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	50 lbs/acre		
	Link Fe 5	1.5 gallons/acre		
	Pennamin P, Driver	8 oz/acre		
MAR	Calcium Nitrate, Solution Grade	3 bags 50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	3 bags 50 lbs/acre		
	Link Fe 5	5 gal 1.5 gallons/acre		
	Pennamin P, Driver	5 lbs 8 oz/acre		
APL	10-3-10 + Dimension		Water In	
APL	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
APL	Contec 9-0-18	2 x 40 lb/acre	Water In	
MAY	Sixteen 90	1.3 gal/acre	Flushing Irrigation	
	Caltrisal	1.3 gal/acre		
May	Contec 18-3-18	5 x 40 lb/acre	Water In	

Delta View Golf Course
2011

TOTAL NUTRITION SYSTEM
APPLICATION GUIDE

MAY	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
JUN	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
JUN	Sixteen 90	1.3 gal/acre	Flushing Irrigation	
	Caltrisal	1.3 gal/acre		
JULY	Contec 19-0-15	5 x 40 lb/acre	Water In	
JULY	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
JULY	Sixteen 90	1.3 gal/acre	Water In	
	Caltrisal	1.3 gal/acre		
AUG	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
AUG	Sixteen 90	4 oz/1000	Flushing Irrigation	
	Eximo	1 oz/1000		
AUG	Contec 19-0-15	3 x 40 lbs/acre		

Delta View Golf Course
2011

TOTAL NUTRITION SYSTEM
APPLICATION GUIDE

Aeration-March and October				
	Link Centerpiece 10-3-5	10 gallons/acre	Applied 1 week prior to aeration	
	Primer Select	1 gal/acre	Apply and water in 1 day prior to aeration	
	Kal-Tec 0-0-13	400 lbs/acre	Drag into aeration holes for calcium, potassium, magnesium, manganese and iron	
	EndoRoots	200 lbs/acre	Drag into aeration holes	
	Link Centerpiece 10-3-5	10 gallons/acre	Applied 1 week after aeration	

TOTAL NUTRITION SYSTEM
APPLICATION GUIDE

Greens & Collars				
JAN	Calcium Nitrate, Solution Grade	50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	50 lbs/acre		
	Link Fe 5	1.5 gallons/acre		
	Pennamin P, Driver	8 oz/acre		
FEB	Contec 9-0-18	7 x 40 lb/acre	Water in	
FEB	Calcium Nitrate, Solution Grade	50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	50 lbs/acre		
	Link Fe 5	1.5 gallons/acre		
	Pennamin P, Driver	8 oz/acre		
MAR	Calcium Nitrate, Solution Grade	3 BAGS 50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	3 BAGS 50 lbs/acre		
	Link Fe 5	5 GAL 1.5 gallons/acre		
	Pennamin P, Driver	5 LBS 8 oz/acre		
APL	10-3-10 + Dimension		Water in	
APL	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
APL	Contec 9-0-18	2 x 40 lb/acre	Water in	
MAY	Sixteen 90	1.3 gal/acre	Flushing irrigation	
	Caltrisal	1.3 gal/acre		
May	Contec 18-3-18	5 x 40 lb/acre	Water in	

Delta View Golf Course
2011

TOTAL NUTRITION SYSTEM
APPLICATION GUIDE

MAY	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
JUN	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
JUN	Sixteen 90	1.3 gal/acre	Flushing Irrigation	
	Caltrisal	1.3 gal/acre		
JULY	Contec 19-0-15	5 x 40 lb/acre	Water In	
JULY	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
JULY	Sixteen 90	1.3 gal/acre	Water In	
	Caltrisal	1.3 gal/acre		
AUG	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
AUG	Sixteen 90	4 oz/1000	Flushing Irrigation	
	Eximo	1 oz/1000		
AUG	Contec 19-0-15	3 x 40 lbs/acre		

Delta View Golf Course
2011

TOTAL NUTRITION SYSTEM
APPLICATION GUIDE

SEPT	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
SEPT	Contec 0-0-25	5 x 40 lb/acre		
SEPT	Sixteen 90	1.3 gal/acre	Flushing irrigation	
	Caltrisal	1.3 gal/acre		
SEPT	Contec 18-3-18 DG	2 x 40 lb/acre	Water in	
SEPT	Tissue Tests		AS DETERMINED FOR WINTER FERTILITY	
OCT	Link Centerpiece 10-3-5	9 oz./1000	Foliar application, do not water in	
	Prudent Plus	4 oz/1000		
	Foltec 0-0-18	4 oz./1000		
	Link 4 Iron	2 oz./1000		
OCT	Contec 9-0-18	5 x 40 lb/acre	Water In	
NOV	Contec 9-0-18	5 x 40 lb/acre	Water In	
NOV	Calcium Nitrate, Solution Grade	50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	50 lbs/acre		
	Link Fe 5	1.5 gallons/acre		
	Pennamin P, Driver	8 oz/acre		
DEC	Calcium Nitrate, Solution Grade	50 lbs/acre	Foliar Application, do not water in	
	Potassium Nitrate Crystalline	50 lbs/acre		
	Link Fe 5	1.5 gallons/acre		
	Pennamin P, Driver	8 oz/acre		

Delta View Golf Course
2011

TOTAL NUTRITION SYSTEM
APPLICATION GUIDE

Aeration-March and October				
	Link Centerpiece 10-3-5	10 gallons/acre	Applied 1 week prior to aeration	
	Primer Select	1 gal/acre	Apply and water in 1 day prior to aeration	
	Kal-Tec 0-0-13	400 lbs/acre	Drag into aeration holes for calcium, potassium, magnesium, manganese and iron	
	EndoRoots	200 lbs/acre	Drag into aeration holes	
	Link Centerpiece 10-3-5	10 gallons/acre	Applied 1 week after aeration	

EXHIBIT "F"

Date Started:	Equipment #:	Acc. # :	Work Order #
Completed: YES OR NO	Mileage:	Hours:	
Mechanic #:	Type of Vehicle:		

Description Of Repairs Made:	JOB code #	Labor Time
	Total Labor	

Qty		Part #	JOB Code #	Description	PARTS COST EACH	TOTAL

Comments :		
	Total Parts	
	Tax 8.25%	
	$ 85.00 per hour	
	TOTAL	

Golf Course Lease Agreement Exhibit List

Exhibit A: Refers to the legal description (the "Property")

Exhibit B: Refers to the personal property (the "Equipment")

Exhibit C: Refers to the Agreement with County of Kern (golf cart charging and storage)

Exhibit D: Inventory of the Pro Shop Merchandise

Exhibit E: Guidelines for application of fertilizer

Exhibit F: Invoice form with hourly costs of service for maintenance by City for Equipment

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Possessory Interest

Section 13.10. This Lease may create a possessory interest which is subject to property taxation. The party in whom the possessory interest is vested may be subject to the payment of any property tax levied on such interest. Tenant may be subject to such taxes. See Revenue and Taxation Code Section 107.6.

THE PARTIES HERETO have executed this Lease Agreement on the ____ day of _____, 2012.

CITY OF DELANO

BY: _____
Maribel Reyna
City Manager

ATTEST:

_____
Phyllis A. Kraft, City Clerk

Approved as to form:

_____
Alan J. Peake
City Attorney for the City of Delano

MONTEREY GOLF
MANAGEMENT GROUP, LLC

BY: _____
_____

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DELANO GOLF COURSE LEASE

Being a portion of the West Half of Section 13, Township 25 South, Range 25 East, M.D.M., in the City of Delano, County of Kern, State of California, being more particularly described as follows:

Beginning at the Southeast corner of the West 40 feet of the Southeast quarter of Said Northwest quarter as per map of "Revised Delano Golf Course Boundary" Map No. 9G3-Del. 1a M2 on file at the office of the Kern County Surveyor, from which the Southwest corner of Said Northwest quarter bears North 89° 54' 00" West, Said Southeast corner being lease Corner No. 1;

THENCE (1) North 89° 54' 00" West, a long the South line of Said Northwest quarter, a distance of 49.35 feet;

THENCE (2) South 00° 06' 00" West at right angle to Said South Line a distance of 97.37 feet;

THENCE (3) South 25° 37' 22" West a distance of 34.75 feet;

THENCE (4) South 30° 13' 47" West a distance of 30.14 feet;

THENCE (5) South 38° 02' 00" West a distance of 59.24 feet;

THENCE (6) South 47° 06' 33" West a distance of 44.10 feet;

THENCE (7) South 65° 30' 13" West a distance of 43.26 feet;

THENCE (8) South 79° 57' 23" West a distance of 40.36 feet;

THENCE (9) North 86° 56' 20" West a distance of 43.31 feet;

THENCE (10) North 82° 22' 04" West a distance of 38.85 feet;

THENCE (11) North 79° 31' 08" West a distance of 39.80 feet;

THENCE (12) North 67° 20' 20" West a distance of 29.48 feet;

THENCE (13) North 57° 36' 56" West a distance of 30.14 feet;

THENCE (14) North 42° 04' 17" West a distance of 39.92 feet;

THENCE (15) North 26° 00' 46" West a distance of 19.79 feet;

THENCE (16) North 25° 11' 23" West a distance of 39.99 feet;

THENCE (17) North 32° 01' 59" West a distance of 40.35 feet;

THENCE (18) North 00° 06' 00" East a distance of 97.11 feet to a point on Said South Line;

THENCE (19) North 00° 06' 00" East a distance of 72.61 feet;

THENCE (20) North 60° 20' 53" West a distance of 426.87 feet to Lease Corner No. 24;

THENCE (21) North 46° 43' 04" West, a distance of 100.06 feet to Corner No. 25;

THENCE (22) North 41° 49' 27" West, a distance of 143.57 feet to lease Corner No.5;

THENCE (23) From a tangent which bears North 50° 30' 33" West, Northwesterly along a circular curve, concave to the Northeast, having a radius of 277.08 feet, through a central angle of 60° 48' 48", an arc length of 294.091 feet to Lease Corner No.6;

THENCE (24) North 67° 14' 08" East, a distance of 443.07 feet to Lease Corner No, 7;

THENCE (25) North 21° 02' 28" East, a distance of 67.60 feet to Lease Corner No.8;

THENCE (26) North 14° 21' 12" West, a distance of 29.66 feet;

THENCE (27) North 49° 23' 22" West, a distance of 306.00 feet;

THENCE (28) South 39° 30' 56" West, a distance of 34.46 feet; to Lease Corner No.28;

THENCE (29) North 43° 40' 12" West, a distance of 91.86 feet to Lease Corner No. 29;

THENCE (30) North 21° 01' 34" West, a distance of 76.46 feet to Lease Corner No. 30;

THENCE (31) North 36° 52' 31" East, a distance of 259.67 feet;

THENCE (32) South 54° 19' 10" East, a distance of 125.00 feet;

THENCE (33) North 50° 14' 19" East, a distance of 489.34 feet;

THENCE (34) North 17° 15' 32" West, a distance of 8.00 feet to Lease Corner No. 32;

THENCE (35) North 17° 15' 32" West, a distance of 383.23 feet to Lease Corner No. 33;

THENCE (36) North 00° 01' 22" West, a distance of 74.34 feet;

THENCE (37) South 77° 23' 04" East, a distance of 92.23 feet to Lease Corner No.13;

THENCE (38) South 89° 54' 33" East, a distance of 387.22 feet to a point in the East line of the West half of Said Northwest quarter;

THENCE (39) South 00° 06' 44" West, a distance of 851.071 feet to the Southeast corner of the Northwest quarter of Said Northwest quarter;

THENCE (40) South 89° 54' 26" East, along the South line of the Northeast quarter of the Northwest quarter, a distance of 40.00 feet to the East line of the West 40.00 feet of the Southeast quarter of the Northwest quarter;

THENCE (41) South 00° 06' 54" West, along last named East line, a distance of 1321.105 feet to the point of beginning.

Containing 38.95 acres more or less

PROFESSIONAL LAND SURVEYOR
RONALD J. NELMS
L.S. 5804
STATE OF CALIFORNIA

RONALD J. NELMS P.L.S. 5804 DATE: 6/20/12

DELANO GOLF COURSE LEASE
EXHIBIT "A"

Being a portion of the West Half of Section 13, Township 25 South, Range 25 East, M.D.M., in the City of Delano, County of Kern, State of California, being more particularly described as follows:

Beginning at the Southeast corner of the West 40 feet of the Southeast quarter of Said Northwest quarter as per map of "Revised Delano Golf Course Boundary" Map No. 9G3-Del. 1a M2 on file at the office of the Kern County Surveyor, from which the Southwest corner of Said Northwest quarter bears North 89° 54' 00" West, Said Southeast corner being lease Corner No. 1;

THENCE (1) North 89° 54' 00" West, a long the South line of Said Northwest quarter, a distance of 49.35 feet;

THENCE (2) South 00° 06' 00" West at right angle to Said South Line a distance of 97.37 feet;

THENCE (3) South 25° 37' 22" West a distance of 34.75 feet;

THENCE (4) South 30° 13' 47" West a distance of 30.14 feet;

THENCE (5) South 38° 02' 00" West a distance of 59.24 feet;

THENCE (6) South 47° 06' 33" West a distance of 44.10 feet;

THENCE (7) South 65° 30' 13" West a distance of 43.26 feet;

THENCE (8) South 79° 57' 23" West a distance of 40.36 feet;

THENCE (9) North 86° 56' 20" West a distance of 43.31 feet;

THENCE (10) North 82° 22' 04" West a distance of 38.85 feet;

THENCE (11) North 79° 31' 08" West a distance of 39.80 feet;

THENCE (12) North 67° 20' 20" West a distance of 29.48 feet;

THENCE (13) North 57° 36' 56" West a distance of 30.14 feet;

THENCE (14) North 42° 04' 17" West a distance of 39.92 feet;

THENCE (15) North 26° 00' 46" West a distance of 19.79 feet;

THENCE (16) North 25° 11' 23" West a distance of 39.99 feet;

THENCE (17) North 32° 01' 59" West a distance of 40.35 feet;

THENCE (18) North 00° 06' 00" East a distance of 97.11 feet to a point on Said South Line;

THENCE (19) North 00° 06' 00" East a distance of 72.61 feet;

THENCE (20) North 60° 20' 53" West a distance of 426.87 feet to Lease Corner No. 24;

THENCE (21) North 46° 43' 04" West, a distance of 100.06 feet to Corner No. 25;

THENCE (22) North 41° 49' 27" West, a distance of 143.57 feet to lease Corner No.5;

THENCE (23) From a tangent which bears North 50° 30' 33" West, Northwesterly along a circular curve, concave to the Northeast, having a radius of 277.08 feet, through a central angle of 60° 48' 48", an arc length of 294.091 feet to Lease Corner No.6;

THENCE (24) North 67° 14' 08" East, a distance of 443.07 feet to Lease Corner No, 7;

THENCE (25) North 21° 02' 28" East, a distance of 67.60 feet to Lease Corner No.8;

THENCE (26) North 14° 21' 12" West, a distance of 29.66 feet;

THENCE (27) North 49° 23' 22" West, a distance of 306.00 feet;

THENCE (28) South 39° 30' 56" West, a distance of 34.46 feet; to Lease Corner No.28;

THENCE (29) North 43° 40' 12" West, a distance of 91.86 feet to Lease Corner No. 29;

THENCE (30) North 21° 01' 34" West, a distance of 76.46 feet to Lease Corner No. 30;

THENCE (31) North 36° 52' 31" East, a distance of 259.67 feet;

THENCE (32) South 54° 19' 10" East, a distance of 125.00 feet;

THENCE (33) North 50° 14' 19" East, a distance of 489.34 feet;

THENCE (34) North 17° 15' 32" West, a distance of 8.00 feet to Lease Corner No. 32;

THENCE (35) North 17° 15' 32" West, a distance of 383.23 feet to Lease Corner No. 33;

THENCE (36) North 00° 01' 22" West, a distance of 74.34 feet;

THENCE (37) South 77° 23' 04" East, a distance of 92.23 feet to Lease Corner No.13;

THENCE (38) South 89° 54' 33" East, a distance of 387.22 feet to a point in the East line of the West half of Said Northwest quarter;

THENCE (39) South 00° 06' 44" West, a distance of 851.071 feet to the Southeast corner of the Northwest quarter of Said Northwest quarter;

THENCE (40) South 89° 54' 26" East, along the South line of the Northeast quarter of the Northwest quarter, a distance of 40.00 feet to the East line of the West 40.00 feet of the Southeast quarter of the Northwest quarter;

THENCE (41) South 00° 06' 54" West, along last named East line, a distance of 1321.105 feet to the point of beginning.

Containing 38.95 acres more or less

PROFESSIONAL LAND SURVEYOR
RONALD J. NELMS
L.S. 5804
STATE OF CALIFORNIA

RONALD J. NELMS P.L.S. 5804 DATE: 6/20/12