



3301 CARMEN AVE, 78575

Phone 956-350-4093

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NOTICE OF A PUBLIC MEETING
TOWN OF RANCHO VIEJO
BOARD OF ALDERMEN
REGULAR MEETING

JANUARY 12, 2010
6:00 P.M.

NOTICE is hereby given of a REGULAR MEETING of the BOARD OF ALDERMEN of the TOWN OF RANCHO VIEJO, TEXAS, to be held on January 12, 2010 at 6:00 P.M., in the TOWN MUNICIPAL OFFICE, 3301 CARMEN AVENUE, RANCHO VIEJO, TEXAS to consider the following items:

1. Call to Order
2. Roll Call
3. Invocation and Pledge
4. Resident's Forum
5. Approval of Minutes - December 8, 2009
6. Presentation and Consideration of Acceptance of Audit Report for Fiscal Year Ending September 30, 2009
7. Consideration/Approval of a Resolution Affirming Town of Rancho Viejo Support of and Partnership with the 2010 Census
8. Consideration/Approval of Lease Agreement with Union Pacific Railroad
9. SECO Application Update
10. Resident's Forum
11. Adjourn


Cheryl J. Kretz, Town Administrator

Item #1:
Call to Order
by Mayor Medrano

Item #2:

Roll Call

by Isabel V. Perales, those present are:

Alderwoman Carr

Alderman Dorsett

Alderwoman Hager

Alderwoman Hinojosa

Alderman Lackner

Legal Counsel, Daniel Rentfro, Jr.

Town Administrator, Cheryl J.
Kretz.

Item #3:

Invocation and Pledge

The pledge of allegiance for the United States Flag:

“I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.”

And the pledge of allegiance for the Texas State Flag is,

“Honor the Texas Flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”

Item #4:
Residents' Forum

Item #5:

Approval of Minutes -
December 8, 2009

MINUTES OF A REGULAR MEETING
TOWN OF RANCHO VIEJO
DECEMBER 8, 2009

A Regular Meeting of the Board of Aldermen of the Town of Rancho Viejo, Texas was held on December 8, 2009, at the Town Municipal Office, 3301 Carmen Avenue, Rancho Viejo, Texas, the same being open to the public. The meeting was called to order by Mayor Roberto Medrano at 6:00 P.M. Roll call was made by Isabel Perales, Assistant Town Secretary. Members present at the meeting were:

Mrs. Lupita Carr
Mr. William Dorsett
Mrs. Jean Hager
Mrs. Maria Hinojosa
Mr. Robert Lackner

A quorum was present at the meeting.

Mr. Daniel Rentfro, Jr. legal counsel was present.

Those present at the meeting were:

Chief M. Cruz, Jr.	Marilyn Lindeman
Dick Lindeman	Glenn Carr
Lourdes Medrano	Joe Rafac
Lucy Hansen	

INVOCATION AND PLEDGE:

Alderwoman Carr led the group in the invocation and pledge of allegiance to the American and Texas flag.

RESIDENTS' FORUM:

Mr. Dick Lindeman inquired about the sign. Mayor Medrano gave updates on the Beautification Committee and Stripes. Alderwoman Hager also noted that the Beautification Committee would be meeting to review the progress on the monument project.

APPROVAL OF MINUTES - NOVEMBER 10, 2009:

Alderman Dorsett wanted to change Item #4 Residents' Forum from "Mr. Bill Stevenson commented on the TNR Program" to "Mr. Bill Stevenson commented against the TNR Program."

Motion was made by Alderman Lackner, seconded by Alderwoman Hager, and unanimously carried, that the Minutes of the Regular Meeting held on November 10, 2009 be approved as amended.

CONSIDERATION/ACTION ON VOTE ON BALLOT OF REPRESENTATIVE FOR CAMERON APPRAISAL DISTRICT BOARD OF DIRECTORS - POSITION NINE:

Mayor Medrano recommended that the Board vote for Janice Cassidy as she had already had the majority of the votes.

Motion was made by Alderman Dorsett, seconded by Alderwoman Hinojosa, and unanimously carried, to vote for Janice Cassidy as the representative for Cameron Appraisal District Board of Directors - Position Nine.

U.S. CENSUS BUREAU PRESENTATION:

Mr. Julian Pena with the U.S. Census Bureau made a presentation about the 2010 Census and their plans to inform the public about the importance of the census. Mr. Pena also thanked the Town for allowing them to station employees at the Town Hall to assist the public with their census forms.

RESIDENT'S FORUM:

Mayor Medrano talked about comments in The Reporter about retention ponds. He would like to invite residents, Rancho Viejo, Inc. and VMUD#2 to move forward to discuss issues about the retention ponds.

ADJOURNMENT:

Motion was made by Alderman Lackner, seconded by Alderwoman Carr, and unanimously carried, to adjourn the meeting at 6:42 P.M.

December 8, 2009

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BY: _____
Isabel Perales, Assistant Town Secretary

APPROVED: _____
Roberto Medrano, Mayor

DATE: _____

Item #6:

Presentation and
Consideration of Acceptance
of Audit Report for Fiscal
Year Ending September 30,
2009

AUDIT REPORT AVAILABLE UPON REQUEST

Item #7:

Consideration/Approval of a
Resolution Affirming Town
of Rancho Viejo Support of
and Partnership with the
2010 Census

RESOLUTION NO.

A RESOLUTION AFFIRMING TOWN OF RANCHO VIEJO
SUPPORT OF AND PARTNERSHIP WITH THE 2010 CENSUS.

WHEREAS the U.S. Census Bureau is required by the constitution of the United States of America to conduct a count of the population and provides a historic opportunity for the Town of Rancho Viejo to help shape the foundation of our society and play an active role in American democracy;

WHEREAS the Town of Rancho Viejo is committed to ensuring every resident is counted;

WHEREAS more than \$300 billion per year in federal and state funding is allocated to communities, and decisions are made on matters of national and local importance based on census data, including healthcare, community development, housing, education, transportation, social services, employment, and much more;

WHEREAS census data determine how many seats each state will have in the U.S. House of Representatives as well as the redistricting of state legislatures, county and city councils, and voting districts;

WHEREAS the 2010 census creates hundreds of thousands of jobs across the nation;

WHEREAS every Census Bureau worker takes a lifetime oath to protect confidentiality and ensure that data identifying respondents or their household not be released or shared for 72 years;

WHEREAS a united voice from businesses, government, community-based and faith-based organizations, educators, media and others will allow the 2010 Census message to reach a broader audience, providing trusted advocates who can spark positive conversations about the 2010 census;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF RANCHO VIEJO, TEXAS that the Town of Rancho Viejo:

1. Supports the goals and ideals for the 2010 Census and will disseminate 2010 Census information to encourage participation.
2. Asks its affiliates and membership to partner together to achieve an accurate and complete count.

3. Encourage people in Rancho Viejo to participate in events and initiatives that will raise overall awareness of the 2010 Census and increase participation among all populations.

PASSED, ADOPTED AND APPROVED this 12th day of January, 2010.

Roberto Medrano
Mayor

ATTEST:

Cheryl J. Kretz
Town Secretary

Item #8:

Consideration/Approval of
Lease Agreement with
Union Pacific Railroad



December 21, 2009
Folder: 2581-17

CHERYL KRETZ
TOWN ADMINISTRATOR
3301 CARMEN AVENUE
RANCHO VIEJO, TX 78575

RE: Lease Covering Use of Railroad Property at Rancho Viejo, Texas

Dear Ms. Kretz:

Pursuant to The Town of Rancho Viejo's request for a lease agreement to cover the erection of three sign/monuments at the Carmen Avenue, Cortez Avenue and Rancho Viejo Drive public crossings, enclosed are two (2) originals of the above-referenced Lease for your execution.

In the enclosed envelope, please return the following:

1. **ALL ORIGINALS** of the Lease signed by the appropriate party. If approved by the Railroad Company, a fully-executed original will be returned to you for your records.
2. **CERTIFICATE OF INSURANCE** indicating Folder No. 2581-17. The certificate of insurance must comply with Exhibit C of the Lease. The Lease cannot be processed without the correct certificate of insurance.

If you have any questions regarding this Lease, please contact me at (402) 544-8562 or JEMATZA@up.com.

Sincerely,

A handwritten signature in cursive script that reads "Matza".

Jim Matza
Senior Manager - Real Estate

Industrial Lease (Year To Year) 09-01-06
(Unimproved Property)

Folder No. 2581-17
Audit No.

Form Approved, Law

**LEASE OF PROPERTY
(INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)**

THIS LEASE ("Lease") is entered into on _____, 20___, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **TOWN OF RANCHO VIEJO**, a municipal corporation of the State of Texas, whose address is 3301 Carmen Avenue , Rancho Viejo, Texas 78575 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

Lessor leases to Lessee and Lessee leases from Lessor the premises ("Premises") at Rancho Viejo, Texas, in the locations shown on the print dated December 21, 2009, marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. The Premises may be used for Rancho Viejo signs/monuments at the Cortez Avenue, Rancho Viejo Drive and Carmen Avenue public crossings, and purposes incidental thereto, only, and for no other purpose. Layout plans for each of the three signs/monuments is attached hereto As Exhibit A-1, A-2 and A-3. Layout plans show location and distance of signs/monuments placement from centerline of track, street crossings and height of each sign/monument.

Article 2. TERM.

The term of this Lease shall commence January 01, 2010, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. RENT.

In lieu of rental, Lessee will maintain Premises.

Article 4. INSURANCE.

A. Before commencement of the term of this Lease, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. All insurance correspondence, certificates and endorsements shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 2581-17.

Article 5. SPECIAL PROVISION - PLANTINGS

Lessee will include only plant material that can be maintained at a height the same as the signs/monuments.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:
UNION PACIFIC RAILROAD COMPANY

Lessee:
TOWN OF RANCHO VIEJO

By: _____
Senior Manager - Real Estate

By: _____
Title: Mayor

NOTE: New Lease

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISION.

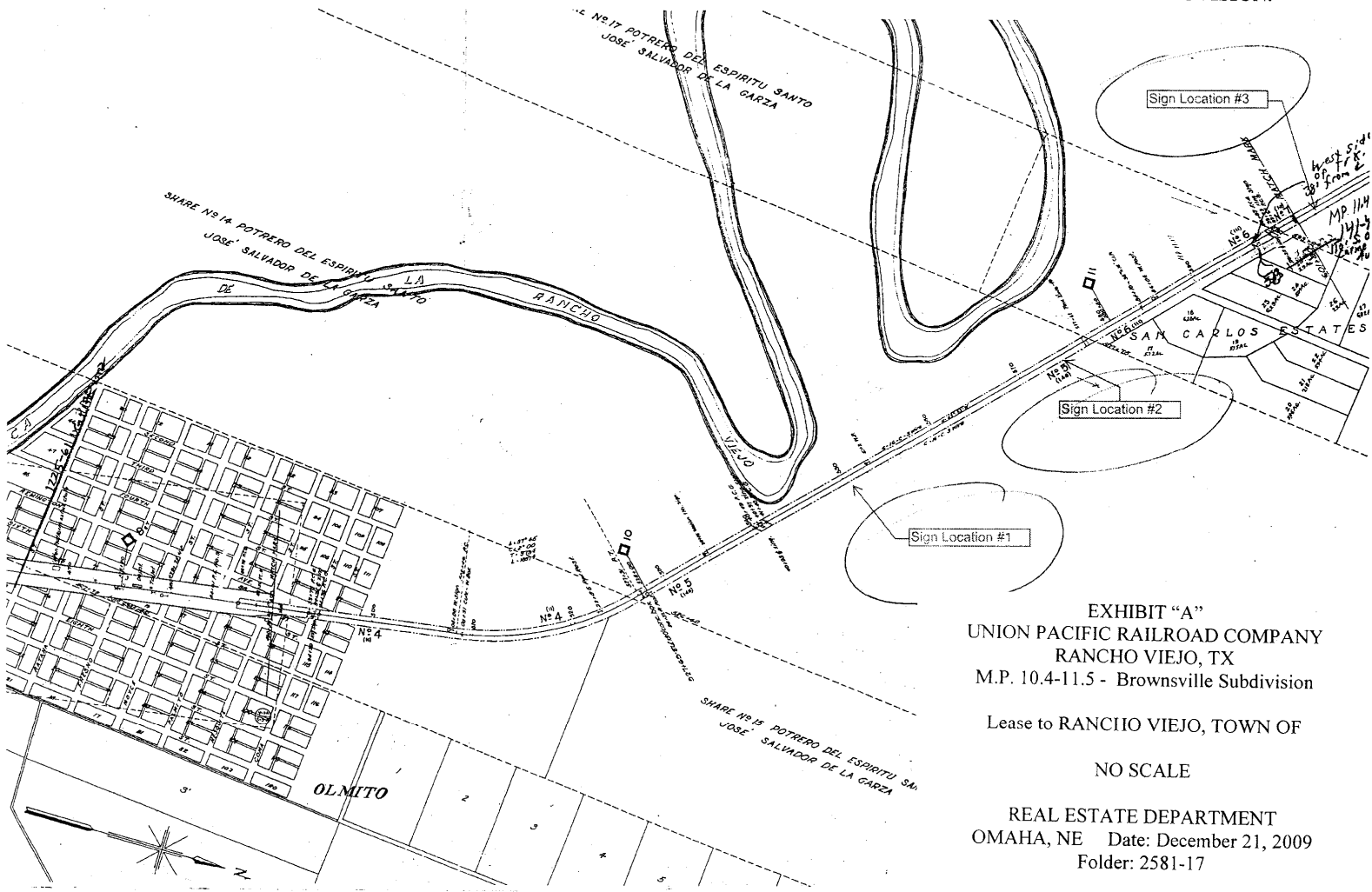


EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
RANCHO VIEJO, TX
M.P. 10.4-11.5 - Brownsville Subdivision

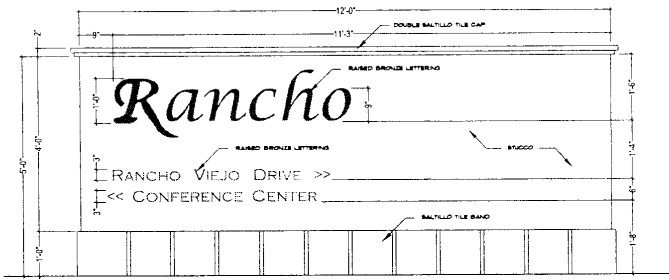
Lease to RANCHO VIEJO, TOWN OF

NO SCALE

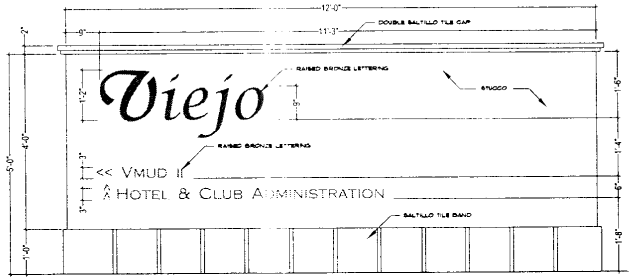
REAL ESTATE DEPARTMENT
OMAHA, NE Date: December 21, 2009
Folder: 2581-17

* LEGEND *

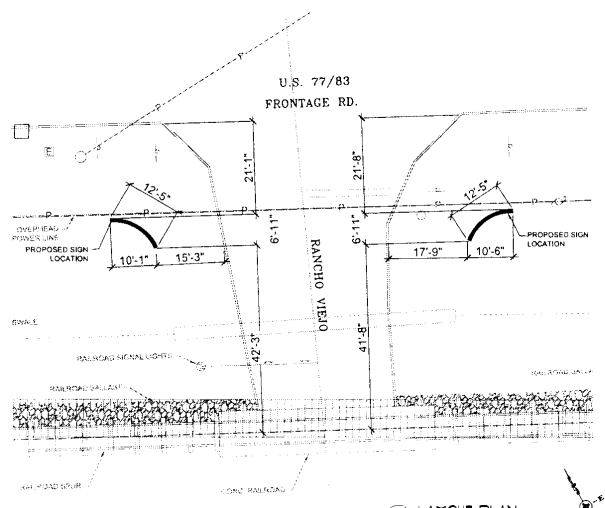
Sign/Monument Locations..... Noted on Print
(RR)R/W Outlined



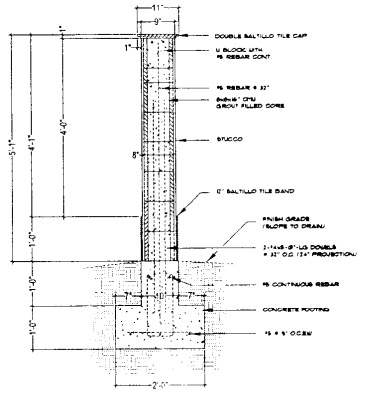
ELEVATION
SCALE 1/4" = 1'-0"



ELEVATION
SCALE 1/4" = 1'-0"



LAYOUT PLAN
SCALE 1/4" = 1'-0"



WALL SECTION
SCALE 1/4" = 1'-0"

Town of Rancho Viejo Entrance Signs

Industrial Lease (Year To Year) 09-01-06
(Unimproved Property)
Form Approved, Law

EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the

term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding

compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: General Manager - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit

No. _____ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease. This Lease may be amended only by a written instrument signed by Lessor and Lessee.

Approved: Insurance Group
Created: 2/10/06
Last Modified: 7/2/07

EXHIBIT C

Union Pacific Railroad Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other employee benefits acts.

D. Pollution Liability insurance. If permitted use as defined in this Lease includes any generation, handling, enrichment, storage, manufacture, or production of hazardous materials pollution liability insurance is required. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If hazardous materials are disposed of from the Premises, Lessee must furnish to Lessor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

E. Umbrella or Excess insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

G. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

I. Prior to execution of this Lease, Lessee shall furnish Lessor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Lease.

J. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

K. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

Item #9:

SECO Application Update

The Mayor will give an update on the
SECO Application

Item #10:
Residents' Forum

Item #11:
Adjourn

RANCHO VIEJO POLICE DEPARTMENT

MONTHLY STATISTICAL REPORT

MONTH OF : DECEMBER 2009

<u>I</u>	<u>CRIMINAL VIOLATION</u>	<u>CURRENT</u>	<u>PRIOR</u>
	THEFT	1	0
	THEFT OF SERVICE	0	0
	BURGLARY OF VEHICLE	0	1
	THEFT OF A VEHICLE	0	0
	IDENTITY THEFT / UUMV	0	0
	FAMILY VIOLENCE	0	0
	CRIMINAL MISCHIEF/ TRESPASS	0	0
	RUN AWAY	1	1
	HARASSMENT / STALKING	0	3
	STALKING	1	0
	SEXUAL ASSAULT / ABUSE	0	0
	ASSAULT / THREATS	0	0
	POSSESSION OF MARIJUANA	0	0
	ATTEMPTED SUISIDE	0	1
	INJURY TO A CHILD	2	1
	TOTAL	5	7
<u>II</u>	<u>MISCELLANEOUS INCIDENTS</u>		
	CIVIL MATTER	2	2
	AMBULANCE CALLS	3	0
	VEHICLE ACCIDENTS	0	0
	ASST. OUTSIDE AGENCIES	0	1
	DOMESTIC DISPUTE	0	0
	LOST/FOUND PROPERTY	1	1
	K-9/ANIMAL INCIDENT	1	0
	VEHICLE IMPOUND	5	2
	WELFARE CONCERN (911 HANG-UP)	1	1
	FIRE CALL	2	0
	PROPERTY DAMAGE	1	0
	SUSPICIOUS PERSON / ACTIVITY	1	0
	DEATH OF NATURAL CAUSES	0	0
	INFORMATION REPORT	0	1
	TOTAL	17	8
<u>III</u>	<u>CRIMINAL ARREST</u>		
	ADULT OFFENDER	11	9
	JUVENILE OFFENDER	0	1
	TOTAL	11	10

IV **VEHICLE TRAFFIC INFRACTION**

WRITTEN CITATIONS	58	39
WRITTEN WARNINGS	15	7
TOTAL	73	46

V **MUNICIPAL ORD. INFRACTION**

WRITTEN CITATIONS	2	1
WRITTEN WARNINGS	0	0
TOTAL	2	1

VI **POLICE**

PATROL MILEAGE	8,096	7,793
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TOWN OF RANCHO VIEJO BUILDING & DEVELOPMENT as of 12/31/09

NEW HOMES BUILT:	SINGLE FAMILY	TOWN HOUSE	COMM-ERCIAL	TOTAL PERMITS	TOTAL FEES PAID	TOTAL INSP. FEES	COST OF CONST.
Prior to 5/22/80	440	100	-	0	\$0	\$0	\$0
5/22/80-12/31/80	35	70	-	83	\$16,833	\$397	\$0
1981	82	200	-	213	\$61,643	\$15,765	\$0
1/1/82 - 9/30/82	27	10	-	101	\$13,036	\$9,330	\$0
10/1/82 - 9/30/83	3	0	-	59	\$3,493	\$2,911	\$0
10/1/83 - 9/30/84	2	0	-	48	\$2,593	\$1,740	\$0
10/1/84 - 9/30/85	8	0	-	57	\$11,595	\$2,295	\$0
10/1/85 - 9/30/86	8	0	-	66	\$5,650	\$2,610	\$0
10/1/86 - 9/30/87	14	0	-	67	\$7,209	\$4,051	\$0
10/1/87 - 9/30/88	20	0	-	81	\$13,586	\$5,410	\$0
10/1/88 - 9/30/89	28	0	-	134	\$23,646	\$8,425	\$0
10/1/89 - 9/30/90	11	0	-	105	\$11,481	\$6,050	\$0
10/1/90 - 9/30/91	16	0	-	87	\$14,175	\$5,820	\$0
10/1/91 - 9/30/92	18	0	-	117	\$15,763	\$6,285	\$2,367,864
10/1/92 - 9/30/93	28	0	-	160	\$24,184	\$8,085	\$4,985,015
10/1/93 - 9/30/94	25	0	1	128	\$22,134	\$7,995	\$3,417,511
10/1/94 - 9/30/95	13	0	0	147	\$16,221	\$8,120	\$2,541,244
10/1/95 - 9/30/96	13	0	0	167	\$16,983	\$7,385	\$2,676,434
10/1/96 - 9/30/97	14	0	0	160	\$15,763	\$7,175	\$2,485,481
10/1/97 - 9/30/98	14	0	0	151	\$16,367	\$6,880	\$3,551,692
10/1/98 - 9/30/99	16	0	1	167	\$17,871	\$8,215	\$2,959,729
10/1/99 - 9/30/00	17	0	0	146	\$17,295	\$8,395	\$3,489,299
10/1/00 - 9/30/01	12	0	0	175	\$15,227	\$8,910	\$3,944,653
10/1/01 - 9/30/02	8	5	0	185	\$17,990	\$9,295	\$2,852,723
10/1/02 - 9/30/03	8	0	0	159	\$16,675	\$7,646	\$2,947,180
10/1/03 - 9/30/04	13	0	2	216	\$27,355	\$7,058	\$3,842,051
10/1/04 - 9/30/05	12	1	0	180	\$37,050	\$7,883	\$4,636,607
10/1/05 - 9/30/06	10	0	0	192	\$24,903	\$7,843	\$3,895,890
10/1/06 - 9/30/07	14	0	0	157	\$40,784	\$6,210	\$5,342,827
10/1/07 - 9/30/08	13	0	0	178	\$46,840	\$7,910	\$6,266,703
10/1/08 - 9/30/09	4	0	0	140	\$16,191	\$6,220	\$1,982,463
10/1/09-12/31/09	1	0	0	20	\$6,863	\$445	\$940,000
TOTALS	947	386	4	4046	\$597,399	\$202,759	\$65,125,366

There was 1 Building Permit surcharge recorded this month.