

TO: James L. App, City Manager
FROM: Julie Dahlen, Director of Library and Recreations Services
SUBJECT: Paso Robles Museum Foundation Lease
DATE: September 3, 2013

NEEDS: For the City Council to consider approving a long-term master lease agreement with the *Paso Robles Museum Foundation* (PRMF), composed of the Pioneer Day Committee, El Paso de Robles Area Pioneer Museum and Jeanesville Oil Pump Museum.

- FACTS:
1. The three PRMF entities occupy and operate on City property under a variety of arrangements.
 2. On April 17, 2012, City Council authorized a 1-year extension of occupancy, to allow for the negotiation of a long-term master lease with an umbrella group consisting of all three of these entities.
 3. On March 19, 2013, City Council extended the occupancy for an additional six months to allow the entities and City staff to complete the negotiation process.
 4. PRMF has obtained the requisite non-profit status and insurance to continue occupancy and operations on the site.
 5. City staff and legal counsel have developed a long-term master lease agreement in conjunction with PRMF to the satisfaction of all parties.

ANALYSIS &
CONCLUSION:

Pioneer Day Committee, Pioneer Museum and Jeanesville Oil Pump Museum operate on City property without a current lease agreement. The City's long-term vision includes a museum campus housing many historical collections; so too the historical groups. To that end, the historical groups have established joint non-profit status as the *Paso Robles Museum Foundation*, and City Council authorized City staff to negotiate a lease with PRMF. The groups have developed a long-term master lease which addresses increasingly complex liability concerns and finite resources to the satisfaction of all parties.

POLICY
REFERENCE:

Pioneer Day Committee 50-year lease; Municipal Code 2.64 PUBLIC MUSEUM OF NATURAL AND HISTORICAL OBJECTS; UpTowne Centre Specific Plan; Resolution #12-063 APPROVING SHORT-TERM EXTENSIONS OF OCCUPANCY OF CITY FACILITIES IN ORDER TO NEGOTIATE NEW MASTER LEASE; Resolution #13-040 APPROVING A SIX-MONTH EXTENSION OF OCCUPANCY OF CITY FACILITIES IN PIONEER PARK BY MUSEUM GROUPS TO NEGOTIATE NEW MASTER LEASE.

FISCAL

IMPACT: PRMF shall pay rent to the City at the rate of \$1.00 per year during the term of this lease.

- OPTIONS:
- a. Adopt Resolution #13-xxx approving the master lease agreement and authorize the City Manager to execute the agreement with the *Paso Robles Museum Foundation* for the use of City facilities on City property at Pioneer Park.
 - b. Amend, modify or reject the above option.

ATTACHMENTS:

1. Master Lease
2. Resolution #12-063
3. Resolution #13-040
4. Resolution #13-XXX

LEASE AGREEMENT

BETWEEN THE CITY OF EL PASO DE ROBLES AND

THE PASO ROBLES MUSEUM FOUNDATION

This Lease Agreement (the "Lease") is entered into as of _____, 2013, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation of the State of California, hereinafter referred to as "Landlord" or "City," and PASO ROBLES MUSEUM FOUNDATION, a private non-profit corporation representing the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump, hereinafter referred to as "Lessee" or "Foundation."

Recitals

A. Since established in 1971, the Pioneer Museum has historically occupied buildings owned by the City and located on City property (the "Property") commonly known as Pioneer Park. Over the years, the Property has also housed the historic Jeanesville Pump and been used to store carriages and other historical items used in the annual Pioneer Day Parade and related activities.

B. In 2013, the Paso Robles Museum Foundation was established pursuant to the California non-profit corporation law for the purposes of uniting the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump organizations in matters relevant to their shared occupancy of the Property.

C. The Paso Robles Museum Foundation desires autonomy and responsibility over its operations and exhibits. It is anticipated that the Foundation will obtain ownership of the Pioneer Museum, Pioneer Day Committee, and Jeanesville Pump buildings (the "Buildings") housing the artifacts and collections, as more fully described below in this Lease. As further assurance of the parties' intent, Lessee desires to obtain a right of first refusal to acquire the Buildings.

D. The parties desire to enter into this Lease in order to define their respective rights and obligations in connection with the Foundation's continued use and occupancy of the Property.

Agreements

NOW, THEREFORE, in consideration of their mutual promises and covenants herein contained, and subject to the terms, conditions and provisions hereof, the parties hereto agree as follows:

1. Property; Buildings.

The Property consists of the real property situated in the City of El Paso de Robles, County of San Luis Obispo, State of California, shown on the Map attached hereto as Exhibit B and made a part hereof, and more particularly described in Exhibit A, attached hereto and made a part hereof. The Property consists of the land, and the parking and landscaping improvements located thereon (the "Land"), together with 5 structures, totaling approximately 36,820 square feet (the "Buildings"). The Property is located at 2010 Riverside Avenue in the City of El Paso de Robles.

2. Lease.

Landlord does hereby lease to Lessee and Lessee hereby hires from Landlord the Property, on the terms, conditions and provisions hereinafter set forth.

As provided in Section 34 of this Lease, the parties use good faith efforts to ensure that the necessary documents to transfer title to the Buildings located on the Land to Foundation specifically for the operation by Foundation of a museum and related office uses shall be presented to the City Council for approval within 12 months following execution of this Lease by the parties. Following such conveyance, this Lease shall remain in full force and effect with respect to the Land, Lessee shall continue to lease the Land pursuant to this Lease on the same terms and conditions, and Foundation shall continue to maintain the Property and operate the Pioneer Museum, Pioneer Day Committee and Jeanseville Pump pursuant to all the terms and conditions set forth in this Lease, subject to the limitations set forth in Section 34 hereof.

3. Term.

A. Initial Term. The term of this Lease shall be a period of FIFTY-FIVE (55) years commencing on the date first set forth above, and terminating at 11:59 p.m. on _____, 20____(the day 55 years thereafter).

4. Rent.

Lessee shall pay to Landlord, as and for rent for the Property, an amount equal to ONE DOLLAR (\$1.00) per year during the term of this Lease. The entire rent amount may be payable in advance on or prior to the commencement date of this Lease, or, at the option of Lessee, may be paid annually. If Lessee elects to pay rent annually, the rent for each year shall be paid in advance, with rent for the first year due and payable in advance on or prior to the commencement date of this Lease, and the rent for each subsequent year shall be due and payable in advance on each anniversary of the commencement date of this Lease.

All other monetary obligations of Lessee of any kind under this Lease shall be considered as additional rent, due and payable in full upon demand by Landlord. Landlord shall have such rights and remedies for failure to pay such monetary obligations as Landlord would have if Lessee failed to pay the annual rent hereunder.

All rent shall be paid, without any off-set, counterclaim or deduction whatsoever, at City of El Paso de Robles, 1000 Spring Street, Paso Robles, CA 93446. If any portion of rent shall be due and unpaid for more than five (5) days, a late charge of ONE DOLLAR (\$1.00) for each dollar so overdue shall be paid by Lessee for the purpose of defraying the expense incident to handling such delinquent payment, together with interest at the per annum rate equal to two percent (2%) per annum greater than the prime rate of interest announced from time to time by Bank of America, as the same may change from time to time, from the due date until the date of payment thereof by Lessee.

In the event this Lease is terminated by the Landlord, a prorated portion of the pre-paid rent shall be returned to Lessee. The obligation of Lessee with respect to the payment of rent shall survive the termination of this Lease.

Lessee hereby acknowledges and agrees that this Lease is intended to be a complete net lease to the Landlord, except as expressly herein set out, that Landlord is not responsible for any costs, charges, expense and outlays of any nature whatsoever arising from or relating to the Property, or the use and occupancy thereof, or the contents thereof or the business carried on therein, and that Lessee shall pay all charges, impositions, costs and expenses of every nature and kind relating to the Property, except as expressly otherwise agreed to herein.

5. Abandonment.

Lessee shall not vacate or abandon the Property at any time during the term of this Lease; and if Lessee shall abandon, vacate or surrender the Property, or be dispossessed by process of law or otherwise, Landlord shall have the right to immediate possession of the Property, and any improvements or fixtures thereon. All personal property of Lessee, in such event, shall be removed within thirty (30) days. All personal property of Lessee which is not so removed within such period of time shall be deemed to be abandoned, at the option of the Landlord, and title to any such personal property shall pass to Landlord. For purposes of this Lease, Lessee shall be deemed to have abandoned the Property if Lessee fails to use, operate and/or maintain the Property in accordance with this Lease for a period of thirty (30) consecutive days. The provisions of this Section shall not apply during any period that Buildings on the Property are undergoing renovations or repair due to any damage to or destruction of the improvements, provided Lessee is diligently pursuing such renovations or repairs pursuant to plans approved by the City.

6. Permitted Uses and Purposes; Income Derived From the Property.

A. The Property shall be used solely for the operation of the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump and related administrative office uses. Lessee shall submit to City an annual report to the City Council to include financial reports, business strategy, names and city of residence of its employees and officers, and any other information reasonably requested by Landlord. The Property, or portions thereof, may be rented on a short-term, daily or hourly basis to users for the purpose of holding meetings, conferences, private parties and receptions, tours, rotating exhibits, and any other uses which are consistent with the use of the Property as the Paso Robles Museum Foundation campus and in accordance with the annual report submitted to Landlord.

Lessee's use of the Property is subject to Lessee's compliance with the terms and conditions set forth in this Lease, including without limitation compliance with the Standard Rules and Regulations set forth in Exhibit C to this Lease.

7. Uses Prohibited.

A. Lessee shall not, directly or indirectly, use or suffer the Property or any part thereof, or any improvements or fixtures to be constructed thereon, to be used in violation of any federal, state or local laws, rules, regulations or ordinances. Further, Lessee shall not use or suffer the Property or any part thereof, or any improvements or fixtures to be constructed thereon, to be used for any purpose or purposes inconsistent with those for which the Property is hereby leased, without first obtaining the express written consent of the City Manager, consent to be issued upon a finding by the City Manager that such use or facilities will be consistent with the purpose of this Lease, or are required by circumstances not anticipated at the time of execution hereof but are determined by the City Manager to be reasonable. This remedy shall be in addition to any others afforded by law or by this Lease.

B. Lessee and those acting by, through or under Lessee, shall not improperly store, handle, treat, use release, dispose of, discharge or produce any hazardous substances or hazardous waste, or any pollutant, contaminant or toxic substance as those terms are defined in or as may be regulated or governed by any federal, state or local laws or ordinances intended to protect health, safety or the environment. Lessee shall be responsible to remediate and clean up any and all such hazardous substances, pollutants, contaminants or toxins. Lessee agrees to release, to defend with counsel acceptable to Landlord, indemnify and to hold Landlord harmless of, from and against any and all claims, expense, loss or liability suffered by Landlord by reason of Lessee's breach of any of the provisions of this Section or any claims by Lessee's employees, agents, contractors, visitors or assigns, if permitted under this Lease, caused by, related, to, or arising from such breach. The indemnity contained in this Section shall survive the expiration or earlier termination of this Lease.

The parties recognize that no adequate remedy at law may exist for Lessee's breach of this Section. Accordingly, Landlord may obtain specific performance of any provision of this Section.

C. Lessee agrees that it will not protest or oppose the issuance of a liquor license to a commercial business applicant in connection with any proposed development and operation of a restaurant use within a five (5) block radius of the Property.

8. Waste, Nuisances.

Lessee shall not commit, or suffer to be committed, any waste upon the Property; nor shall Lessee maintain, or suffer to be maintained, any nuisance or any other act or thing which may disturb the enjoyment or the use of any other property or public streets adjacent to the Property.

9. Rights of Landlord.

Landlord shall have the following rights:

A. To hold one copy of all keys and passkeys to the Property, including the Buildings and improvements thereon. Keys will be held by Emergency Services staff. Lessee shall not alter any lock or install new or additional locks or bolts without providing keys for such locks and bolts to the Landlord. Lessee shall return all keys at the termination of the tenancy and shall be responsible for the cost of replacing any keys that are lost. Landlord, and its agents and representatives, shall have the right to enter the Property upon reasonable notice and at reasonable times for the purpose of inspecting the same, and insuring Lessee's compliance with the terms and conditions of this Lease.

B. On reasonable prior notice to Lessee, to show the Property to prospective tenants during the last six (6) months of the term of this Lease, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Property and to others having a legitimate interest in the Property at any time during the term of this Lease.

C. At any time in the event of an emergency, and otherwise at reasonable times upon not less than twenty-four (24) hours prior notice, Landlord shall have the right to access the Property and to take any and all measures, including making any inspections, repairs, alterations, additions or improvements to the Property, as may be necessary or desirable for the safety, protection or preservation of the Property or Landlord's interests, or as may be necessary or desirable in the operation or improvement of the

Property, including the improvements thereon, or in order to comply with all laws, orders, and requirements of governmental or other authorities. Landlord shall not be in default hereunder nor have any liability to Lessee, nor shall Lessee have any right to terminate this Lease or claim an offset against or reduction in rent payable hereunder, due to any damage, annoyance or inconvenience resulting from any such inspections, repairs, alterations, additions or improvements. Lessee shall fully cooperate with Landlord and Landlord's agents or contractors in carrying out any such inspections, repairs, alterations, additions or improvements.

10. Furnishings, Fixtures and Equipment.

Lessee shall furnish and equip the Property with all fixtures, furnishings, equipment and other personal property, including without limitation movable office, furniture, trade fixtures and office and professional equipment (collectively, "Personal Property") of a quantity and quality as necessary to operate the Property and the improvements thereon for the purposes set forth in Section 6 of this Lease (except for those fixtures, furnishings, equipment and other Personal Property that are provided by the exhibitors or other users of the Property). Lessee shall take good care of such Personal Property, and keep the same in good order and condition, and promptly, at Lessee's own cost and expense, make all necessary repairs, replacements and renewals thereof. Any and all fixtures, furnishings, equipment and other Personal Property placed in, on or about the Property by Lessee shall be the Personal Property of Lessee during the term of this Lease, subject to the rights of the Landlord as set forth in this Lease.

Lessee may remove any Personal Property from time to time, during the term of this Lease, and within thirty (30) days following expiration of the term of this Lease, that may be removed without damage to the structural integrity of the Property and the improvements thereon or that may be removed without impairing or adversely affecting, in the reasonable good faith determination of the Landlord, the Property. Lessee shall repair all damage caused by any such removal and shall leave the Property in a clean and neat condition.

Any Personal Property not removed by Lessee within thirty (30) days following expiration of the term of this Lease shall be deemed to be abandoned by Lessee and shall, without compensation to Lessee, then become Landlord's property, free and clear of all claims to or against them by Lessee or any other person.

11. Renovation, Alterations and Construction.

A. Lessee shall have the right to paint and decorate the interior of the Buildings on the Property, and make minor repairs in accordance with Section 22. Prior to making any other alterations, improvements or additions to the Property or undertaking any remediation work to be undertaken on the Property, Lessee shall obtain the Landlord's written approval and shall apply for and obtain all approvals required from the City and other governmental agencies with jurisdiction over such work of all plans and permits relating to any such alterations, improvements or additions and remediation work, and obtain any and all permits required for such alterations, improvements or additions and remediation work and operation and use of the Property, including without limitation, building permits and/or use permits. All renovation and remediation work and improvements to be constructed on or made to the Property shall be completed in accordance with plans approved by the Landlord, and shall comply with all applicable codes, ordinances, rules, and regulations.

B. Lessee agrees that those usual fees charged by the City for permits and for inspections of development and construction shall be charged to Lessee, and Lessee will be required to pay any charges related to connection and installation of utilities, if any, and any other charges or fees imposed by or on behalf of agencies other than the City relating to the renovation and construction of improvements on the Property.

C. Mechanic's Liens. Lessee shall not suffer or permit any mechanic's lien to be filed against the interest of the Landlord or Lessee in the Property, the improvements, or any portion thereof. If because of any act or omission of Lessee, its employees, agents, contractors or subcontractors, any mechanic's lien, charge or order for the payment of money shall be filed against Landlord, or against all or any portion of the Property, the improvements, or any portion thereof, Lessee shall, at its own cost and expense, cause the same to be discharged of record within thirty (30) days after the filing thereof, and Lessee shall indemnify and save harmless Landlord against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorneys' fees, resulting therefrom. Landlord shall be entitled to enter the Property for the purpose of posting notices of nonresponsibility.

D. At termination of this Lease, title to any and all improvements constructed on the Property, including any and all alterations, improvements, and permanent fixtures which may be added to the Property, whether temporary or permanent in character, shall become Landlord's property and shall remain upon the Property, without compensation to Lessee (excepting only Lessee's Personal Property which may be removed pursuant to Section 10). Landlord and Lessee covenant for themselves and all persons claiming under or through them that the improvements and permanent fixtures are real property.

12. Operating Costs and Expenses.

Lessee shall, at its sole cost and expense, furnish all labor, equipment and expenses necessary for the operations and maintenance of the Property for the purposes set forth herein. As provided in Section 6.B. of this Lease, Lessee may use income derived from the Property to pay for such operating costs and expenses. Lessee agrees that, during the term of this Lease, Lessee shall not request from Landlord any funding or other financial assistance for operations or maintenance or repair of the Property or any portion thereof; provided nothing herein shall prohibit Lessee from applying to the City for grants or other funds (such as Community Development Block Grant funds) which may be available through the City.

13. Maintenance; Management.

Lessee shall, at its sole cost and expense, keep and maintain the Property, every part thereof, every improvement and fixture thereon, and every utility structure, piping, or wiring necessary thereto in good, working and sanitary order, condition and repair, reasonable wear and tear and damage by casualty not caused by the negligence of Lessee or its agents, contractors or employees excepted. Lessee shall perform all required maintenance and repair, including the following:

1. Be responsible for and pay for any interior repair work of any nature including, but not limited to, plumbing, electrical, repairs to windows, walls, ceilings, floors, fire sprinklers, hot water heater, bathroom fixtures, room heaters, kitchen equipment, cupboards, doors, locks, air conditioning, ventilating, landscaping and signs.

2. Be responsible for and pay for the repair, or maintenance of exterior windows, window cases, doors, walks, plate glass, and the roof.

3. Lessee hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the specific benefit of the Property. Lessee assumes all responsibility for the protection of Lessee, its agents, guests and invitees and the property of Lessee and its agents, guests and invitees from acts of third parties. Nothing herein contained shall prevent Landlord, at Landlord's sole option, from providing security protection for the Premises or any part thereof.

4. Should Lessee fail to perform any of the required maintenance or repairs to the Property within ten (10) days after receipt of Landlord's written notice of such failure, Landlord shall have the option to perform such maintenance or repairs for the Lessee's account, and the Lessee agrees to promptly reimburse Landlord of the cost thereof. Landlord shall not be obligated to make any repairs to or maintain any improvements on or to the Property.

5. Lessee, at its sole cost and expense, shall keep the Property within compliance of the Americans with Disabilities Act.

As provided in Section 6.B. of this Lease, Lessee may use income derived from the Property to pay for such maintenance costs.

Landlord shall have the right to review and approve any contract or agreement ("Management Agreement") that Lessee may enter into for the management of the Property, which approval shall not be unreasonably withheld; provided, Landlord's review and approval shall be limited to that extent necessary to ensure compliance with the terms and conditions of this Lease. Landlord shall have the right to approve any property manager retained by Lessee to manage the Property, which approval shall not be unreasonably withheld, and Lessee shall promptly notify Landlord of any change in the property manager.

14. Utilities.

Lessee shall be solely responsible for applying to the appropriate utility service provider to ensure utility service is provided to the Property, as needed by Lessee. Lessee shall subscribe to garbage service consistent with the requirements of the City's Municipal Code. Lessee shall, at its sole cost and expense, pay for the consumption of all utilities used at or on the Property, including without limitation any and all electric, gas, telephone, sewer, water, garbage and other services and utilities necessary for the operation of the Property and the improvements located thereon.

Lessee acknowledges that any one or more such services may be suspended by reason of accident or of repairs, alterations, or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or other causes beyond the reasonable control of Landlord. Lessee shall have no right to any off-set or reduction in rent nor shall Landlord have any liability for any such interruption or suspension of such services.

15. Compliance with Governmental Rules and Regulations.

A. Lessee shall, at its sole cost and expense, comply with all requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the Property, purposes, and operations, and shall faithfully observe in the use of the Property and in the conduct of its operations all the municipal, state and federal statutes now in force or which may hereafter be in force. Lessee shall be responsible for determining whether this Lease, or any work to be performed on the Property will require the payment of prevailing wages for such work, and, if so, shall comply with all applicable requirements.

B. Lessee shall conduct its business in accordance with the requirements of the American with Disabilities Act of 1990 (the "Act") and with all other applicable statutes, rules, regulations and ordinances relating to handicapped accessibility. Any renovations, alterations and improvements to be undertaken by Lessee on the Property, including those provided for under Section 11 of this Lease, shall be performed in compliance with the applicable provisions of the Act and with all other applicable statutes, rules, regulations and ordinances relating to handicapped accessibility.

C. Landlord shall have the right to make such other rules and regulations as in the reasonable judgment of Landlord may from time to time be necessary for the safety, appearance, care and cleanliness of the Property and the surrounding neighborhood, the safety and well being of the users of the Property, and for the preservation of good order therein.

16. Nondiscrimination.

During the term of this Lease, Lessee agrees as follows:

A. Lessee shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry or national origin. Lessee shall, in all solicitations or advertisements for employees placed by or on behalf of Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry or national origin.

B. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any part thereof, and the Lessee itself, or any person claiming under or through it, shall not establish or permit any such practice of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Property, or any part thereof.

C. Lessee shall refrain from restricting the rental, sale or lease of the Property, or any portion thereof, on the basis of race, color, creed, religion, sex, age, handicap, medical condition, sexual preference, marital status, ancestry or national origin of any person.

17. Taxes and Assessments.

Lessee recognizes and understands that this Lease may create a possessory interest subject to property taxes levied on such interest.

Lessee agrees to pay, as and when due, all lawful taxes, assessments, fees or charges from which it is not exempt, which at any time may be levied by the state, county, Landlord or any tax or assessment levying body upon any interest in this Lease or on any possessory right which Lessee may have in or to the property, or improvements or fixtures thereon, by reason of its use or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on goods, merchandise, fixtures, appliances, and equipment used by it, or related to its operations or the hiring and employment of agents and employees, provided or used by it, in, about, or for the operation and maintenance of the Property.

18. Liens.

Lessee shall keep the Property free from any liens.

19. Indemnity.

Lessee agrees that Landlord shall not be liable for and hereby releases Landlord from (i) any injury to Lessee's operations or any loss of income therefrom or for damage to any machinery or equipment or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the Property; (ii) the loss of or damage to any property of Lessee by theft or otherwise; or (iii) any injury or damage to persons or property resulting from fire, steam, electricity, gas, water, rain or snow, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or HVAC systems or lighting fixtures, or from any other cause whatsoever (whether similar or dissimilar to those above specified), whether the same damage or injury result from conditions arising in the Property, or at or on portions of the Buildings or the Land, or from other sources or places, except to the extent caused by Landlord's intentional misconduct or gross negligence. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the Property. This waiver, release and indemnification does not apply to claims or damages arising from any act or neglect of any other tenant or person not the agent or any person doing business with Lessee.

Lessee shall indemnify and hold harmless the Landlord, its officers, officials, directors, employees, agents, and volunteers from and against any and all claims, damages, losses and expenses, including attorneys' fees arising out of the occupancy of the Property described herein, caused in whole or in part by any negligent act or omission of the Lessee, any sublessee, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the Landlord.

Landlord and Lessee each waives any and all rights of recovery against the other or against the directors, officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Landlord and Lessee shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

It is understood that any indemnification obligation of Lessee under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Lessee under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.

The indemnity provisions contained in this Section 19 shall survive any termination of this Lease as to any events occurring prior to the date of such termination.

20. Insolvency and Bankruptcy.

In the event of either (i) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (ii) a general assignment by Lessee for the benefit of creditors, or (iii) any action taken or suffered by Lessee under any insolvency or bankruptcy act, or (iv) any liquidation or other cessation of Lessee's corporation or business, this Lease shall terminate immediately. Landlord shall have the right of immediate possession of the Property and any improvements or fixtures thereon. Title to any Personal Property of Lessee remaining on the Property after thirty (30) days shall be deemed to pass to Landlord.

21. Insurance.

Lessee shall procure and maintain during the terms of this Lease, at its sole cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the Property. The cost of such insurance shall be borne by the Lessee.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" form CG0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance.
3. "All Risk" property insurance, including extended coverage, insuring the Landlord's buildings, structures, fixtures, equipment and furniture.
4. Property insurance against all risks of loss to any tenant improvements or betterments.

B. Minimum Limits of Insurance. Lessee shall maintain limits no less than:

1. General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision for tenant improvements and betterments, Landlord's buildings, structures, fixtures, equipment and furniture. Lessee may carry property insurance with less than full replacement cost coverage, provided in such event Landlord shall have no obligation to repair or replace any buildings, structures, furnishings, fixtures or equipment that may be damaged or destroyed in any manner during Lessee's occupancy of the Property.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Landlord. At the option of the Landlord, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord, its officers, officials, employees and volunteers; or the Lessee shall procure a bond or other acceptable security guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions.

1. The general liability policy is to contain, or be endorsed to contain, the following provisions:

a. Landlord, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of property owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the Landlord, its officers, officials, employees or volunteers.

b. The Lessee's insurance coverage shall be primary insurance as respects the Landlord, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Landlord, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Landlord, its officers, officials, employees or volunteers.

d. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt required, has been given to the Landlord.

2. The workers' compensation/employers' liability policy is to contain, or be endorsed to contain, the following provisions:

a. Waiver of Subrogation provision in favor of the Landlord.

b. Coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Landlord.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage. Lessee shall furnish the Landlord with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be forms provided by the Landlord. All endorsements are to be received and approved by the Landlord within _____ days of the

commencement date of this Lease. As an alternative to the Landlord's forms, the Lessee's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

G. Subcontractors. Lessee shall include all subcontractors as insureds under its policies or shall furnish or cause to be furnished separate certificates and endorsements for each contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

22. Repairs.

Lessee shall, at Lessee's own expense, keep the Property and each part thereof in good order, condition and repair during the term of this Lease. Lessee shall give to Landlord prompt written notice of any damage to, or defective conditions in, any part or appurtenance of the Property's plumbing, electrical, heating, air-conditioning or other systems serving, located in, or passing through the Property. If any damage results from any act or neglect of Lessee or its agents, contractors or employees, Landlord may, at Landlord's option, repair such damage and Lessee shall promptly thereupon pay to Landlord the total cost of such repair. Any major repairs made to the Property by Lessee shall be subject to the requirements set forth in Section 11 of this Lease, as applicable.

23. Destruction of the Property.

A. In the event of damage to or destruction of the Property caused by fire or other casualty, or any such damage or destruction to the Property or the facilities necessary to provide services and normal access to the property, Lessee shall undertake to make repairs and restorations with reasonable diligence, unless this Lease has been terminated as hereinafter provided. In the event (i) the damage is of such nature or extent that, in Lessee's reasonable judgment, more than one hundred twenty (120) days would be required (with normal work crews and hours) to repair and restore the part of the Property which has been damaged, or (ii) the Property is so damaged that, in Lessee's reasonable judgment, it is uneconomical to restore or repair the Property or portion thereof damaged, or (iii) less than eighteen (18) months then remain in the current term of this Lease, or (iv) insurance proceeds are not available or insurance proceeds that are available for the Property are insufficient to repair or rebuild the damage, or (v) any mortgagee shall not permit the application of adequate insurance proceeds for repair or restoration, either Lessee or Landlord shall, within ninety (90) days after any such damage or destruction, have the right to terminate this Lease by written notice to the other party, as of the date specified in such notice, which termination date shall be no later than thirty (30) days after the date of such notice. Rent shall be adjusted proportionately as of the date of the termination and Lessee shall promptly vacate the Property; provided that prior to any such vacation, Lessee shall take such actions as are necessary to ensure that the damaged or destroyed portions of the improvements remaining on the Property shall be left in a safe condition.

B. Provided this Lease is not terminated and is otherwise in full force and effect, Lessee shall proceed diligently to restore the Property to substantially its condition prior to the occurrence of the damage, subject to any delay due to reasons beyond Lessee's control.

C. During the period when Lessee shall be deprived of possession of the Property by reason of such damage of the Property is, in Landlord's judgment, rendered untenable, Lessee's obligation to pay rent shall abate in proportion to the area of the Property not usable.

24. Assignment and Subletting.

A. Lessee shall not, without Landlord's prior written consent, (i) assign, convey, mortgage, pledge, encumber or otherwise transfer (whether voluntarily or otherwise) this Lease or any interest under it or any interest in the Buildings following transfer of title to the Buildings to Foundation as provided in Section 34 hereof; (ii) allow any transfer of or any lien upon Lessee's interest by operation of law; (iii) sublet the Property or any part thereof; or (iv) permit the use or occupancy of the Property or any part thereof by anyone other than Lessee and its employees. The provisions of this Section 24 shall not be deemed to prohibit or restrict or require Landlord's approval for the rental of the Property or portions thereof for meetings, conferences, private parties and receptions, tours, rotating exhibits, and any other uses as set forth in Section 6 of this Lease.

B. Lessee's request for consent to any sublet or assignment shall be in writing and shall contain the name, address, and description of the business of the proposed assignee or subtenant, its most recent financial statement and other evidence of financial responsibility, its intended use of the Property, and the terms and conditions of the proposed assignment or subletting.

C. For purposes of this Section 24, any transfer or change in control of Lessee by operation of law or otherwise shall be deemed an assignment hereunder, including, without limitation, any merger, consolidation, dissolution or any change in more than 30% of the interests of Lessee, whether in a single transaction or a series of related transactions.

D. If, with the consent of the Landlord, this Lease is assigned or if the Property or any part thereof is sublet or occupied by anybody other than Lessee, Landlord may, after default by Lessee, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent to be paid by Lessee hereunder. If Landlord consents to any such subletting or assignment, it shall nevertheless be a condition to the effectiveness thereof that a fully executed copy of the sublease or assignment be furnished to Landlord and that any assignee assumes in writing all obligations of Lessee hereunder. No consent to any assignment, subletting or occupancy shall be deemed a waiver of any of Lessee's covenants contained in this Lease nor the acceptance of the assignee, subtenant or occupant as Lessee, nor a release of Lessee from further performance of any covenants and obligations under this Lease, unless otherwise agreed to in writing by Landlord.

E. Any consent given by Landlord to an assignment or subletting of this Lease shall not constitute a waiver of the necessity of such consent to any subsequent assignment or subletting.

F. Should Landlord consent to an assignment or sublease of the Property, all rent received by Lessee from its subtenants in excess of the rent payable by Lessee to Landlord under this Lease shall be paid to Landlord, and all sums to be paid by an assignee to Lessee in consideration of the assignment of this Lease shall be paid to Landlord, unless otherwise agreed to in writing by Landlord.

G. If Lessee requests Landlord to consent to a proposed assignment or subletting, Lessee shall pay to Landlord, whether or not consent is ultimately given, Landlord's reasonable attorneys' fees incurred in connection with each such request.

25. Condition of Premises.

Lessee acknowledges that the Pioneer Museum, Pioneer Day Committee and Jeanesville Pump organizations have, between them, occupied the Property since the 1970s, and continue to occupy the Property as of the execution of this Lease. Accordingly, Lessee is fully aware of the condition of the Property and its suitability for the intended use and purposes provided in this Lease. Lessee agrees to accept the Property, including the land and the Buildings and improvements thereon, in an "as is" and in its present condition. No promise of Landlord to alter, remodel, repair or improve the Property, or any of the buildings or improvements located thereon, and no representation respecting the condition of the Property or the buildings or improvements thereon, have been made by Landlord to Lessee.

Except with respect to a termination resulting from damage or destruction, which shall be governed by Section 23, at the termination of this Lease, Lessee shall return and surrender the Property in as good condition as when Lessee executed this Lease, ordinary wear and tear and loss by fire or other casualty not caused by the negligence of Lessee or its agents, contractors or employees excepted. If Lessee fails to comply with the previous sentence, Landlord may restore the Property to the condition the Property was in when Lessee executed this Lease, and Lessee shall pay the cost thereof on demand.

26. Eminent Domain.

In the event that title to the entire Property shall be lawfully condemned or taken in any manner for any public or quasi-public use or conveyed in lieu of condemnation, this Lease shall automatically terminate as of the date possession is required to be delivered to the condemnor. In the event that only a portion of the Property is taken and the Property is thereby rendered unsuitable for the conduct of Lessee's business, either party may terminate this Lease as of the date when possession of the portion of the Property so taken is delivered to the condemning authority. In the event of any taking, Landlord shall be entitled to receive the entire amount of any award relating to the Property, including all real property improvements thereon, and Lessee shall be entitled to an award to recover damages resulting from the taking of its Personal Property, if any, diminution in value of its operation, leasehold value and for Lessee's moving expenses and Lessee's business interruption, if any. Notwithstanding the foregoing, Landlord agrees that it shall not acquire Lessee's leasehold interest by eminent domain during the term of this Lease.

27. Waivers.

The waiver by either party of any breach of any term, condition, or provision herein contained shall not be deemed to be a waiver of such term, condition, or provision herein contained.

28. Termination.

A. This Lease may be terminated by either party upon three (3) months written notice to the other party.

B. In the event that Lessee shall be in default of the payment of rent or any other amount due and owing under this Lease for a period of ten (10) days following written notice of such default from Landlord, or if Lessee shall fail or neglect to do or perform or observe any of the other covenants or agreements contained in this Lease on its part to be kept or performed, and such failure and neglect shall continue for a period of not less than thirty (30) days after Landlord has notified Lessee in writing of Lessee's

default, and Lessee has failed to correct such default within said ten (10) day or thirty (30) day period, whichever is applicable, then Landlord may terminate this Lease.

C. In the event Landlord is in default of any of its covenants or agreements contained in this Lease, and such failure and neglect shall continue for a period of not less than thirty (30) days after Lessee has notified Landlord in writing of Landlord's default, and Landlord has failed to correct such default within said thirty (30) day period, then Lessee may terminate this Lease.

D. Upon expiration or within thirty (30) days after earlier termination or mutual cancellation of this Lease, Lessee shall turn over to Landlord the Property in good and serviceable condition, damage by the elements and ordinary wear and tear excepted. If Lessee fails to surrender the Property within said thirty (30) days period, then Landlord may lawfully at its option, immediately or at any time thereafter, without demand or notice, enter into and upon the Property and in the name of the whole, repossess the same of its former estate, and expel Lessee, and those claiming by, through, or under Lessee, and remove their effects, if any, without prejudice to any remedy which otherwise might be used, for arrears, or rent, or other preceding breach of covenant. If Lessee fails to surrender the Property to Landlord as required by this Section, Lessee shall hold Landlord harmless for all damages resulting from Lessee's failure to surrender the Property.

E. If Lessee, with Landlord's express consent, remains in possession of the Property after the expiration or earlier termination of the term (including the initial term and any extended term), or after the date in any notice given by Landlord to Lessee terminating this Lease, such possession by Lessee shall be deemed to be a month-to-month tenancy terminable on 30 days' notice given at any time by either party. During such month-to-month tenancy, the rent required to be paid hereunder shall be increased by 50% over the rent of the last month prior to the expiration or earlier termination of the Lease, or such other amount as mutually agreed upon by the parties. Lessee shall pay such rent and all other sums required to be paid hereunder monthly on or before the first day of each month. All other provisions of this Lease except those pertaining to the term shall apply to the month-to-month tenancy.

F. If, after conveyance of fee title to the Buildings to Foundation, Foundation (i) abandons the Buildings; (ii) ceases operation of the Buildings as a museum; (iii) uses the Buildings for a prohibited use; or (iv) assigns or transfers or attempts to assign or transfer any interest in the Buildings to any other person, Landlord shall have the right to terminate this Lease.

G. No expiration or termination of this Lease (except as expressly provided herein) and no repossession of the Property or any part thereof shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such expiration, termination or repossession, and Landlord may, at its option, sue for and collect all rent and other charges due hereunder at any time as when such charges accrue. In the event Landlord commences any suit for the repossession of the Property, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of the Lessee to be kept or performed, and a breach shall be established, Lessee shall pay to Landlord reasonable expenses incurred in connection therewith, including reasonable attorneys' fees.

29. Estoppel Certificate by Lessee.

After the commencement of this Lease, Lessee shall, upon request by Landlord, execute and deliver to Landlord within five (5) business days of such request, a written certification in recordable form: (i)

ratifying this Lease; (ii) setting forth the commencement date and expiration date; (iii) certifying that Lessee is in occupancy of the Property; (iv) certifying that this Lease is in full force and effect; (v) certifying that all conditions under this Lease to be performed by Landlord have been completed, or specifying the reasons if such is not the case; (vi) certifying that there are no defenses or offsets against the enforcement of this Lease by Landlord; and (vii) certifying any additional information that Landlord may reasonably request. Such certification shall be executed and delivered by Lessee as may from time to time be requested by Landlord, and shall entitle Landlord's mortgage lenders and/or purchasers to rely upon same. Lessee hereby appoints Landlord as Lessee's attorney-in-fact to execute any such estoppel certificate in the event Lessee does not execute and return such certificate within the time period set forth above.

30. Successors and Assigns.

The terms, conditions, and provisions herein contained shall, subject to the provisions as to assignments, apply to and bind the heirs, successors, administrators, executors, and assigns of all the parties hereto.

31. Notices.

All notices, demands, requests, consents, or approvals which may or are required to be given by either party to the other shall be in writing and shall be deemed given when sent by United States First-Class Mail, postage prepaid, or by reputable overnight delivery service or personal delivery (i) if for Lessee, addressed to Lessee at the Property, or at such other place as Lessee may from time to time designate by notice to Landlord; or (ii) if for Landlord, addressed to the City of El Paso de Robles, 1000 Spring Street, Paso Robles, CA 93446, Attn: City Manager, or at such other place as Landlord may from time to time designate by notice to Lessee. All consents and approvals provided for herein must be in writing to be valid. If the term "Lessee" as used in this Lease refers to more than one person, any notice, consent, approval, request, bill, demand or statement given as aforesaid to any one of such persons shall be deemed to have been duly given to Lessee.

32. Brokerage.

Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, and Lessee agrees to defend with counsel acceptable to Landlord, indemnify and hold Landlord harmless from and against any and all claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this leasing transaction. The provisions of this subsection shall survive the termination of this Lease.

33. Employment and Local Contracting.

- A. Lessee hereby agrees to use its best efforts to contract with City businesses for services and/or products, as necessary.
- B. Landlord acknowledges that the Lessee has the ultimate right to choose its employees and contractors.

34. Transfer of Buildings, Lessee Right of First Refusal to Acquire Buildings; Right of Reverter

A. The parties anticipate that fee title to the Buildings located on the Land will be transferred to Foundation for a purchase price to be agreed upon by the parties. Landlord agrees to cooperate with Lessee and use good faith efforts to take such actions and prepare all documents required to present to the City Council and any other public agency or entity with jurisdiction over any such transfer for approval within twelve (12) months following full execution of this Lease by both parties. Any such transfer shall apply only to the Buildings located on the Land, and the City shall retain fee title to the Land, including all parking and landscaping improvements thereon. In such event, this Lease shall remain in full force and effect, and Lessee shall continue to lease the Land, maintain the Property, and operate the Pioneer Museum, the Pioneer Day Committee and Jeanesville Pump and related administrative office uses pursuant to the terms and conditions set forth in this Lease. Notwithstanding the foregoing, the provisions of Sections 9, 10, 11, 12, 13, 14, 17, 22 and 23 of this Lease shall not apply to the Buildings after fee title to the Buildings has been conveyed to Foundation, and failure by Foundation to comply with such conditions of operation and use shall not constitute an event of default under the Lease of the Land.

B. As a condition precedent to transfer of fee title to the Buildings to Lessee, as part of the approval and transfer process, Landlord and Lessee shall cooperate in good faith to prepare escrow instructions mutually agreeable to the parties, and consistent with this Lease. All costs relating to transfer of title to the Buildings to Foundation shall be borne by Lessee.

C. As further assurance of the intent of the parties to transfer title to the Buildings to Foundation, Landlord hereby grants to Lessee a right of first refusal to acquire the Buildings in the event that the City, for any reason or at any time during the term of this Lease, determines in its sole and absolute discretion to sell, transfer or otherwise convey ownership of the Property or the Buildings to an unrelated third party. Any such acquisition of the Buildings by Foundation shall be pursuant to terms and conditions not less favorable than the proposed sale, transfer or conveyance to an unrelated third party. In such event, if Foundation elects not to acquire the Buildings, Landlord agrees that any sale, transfer or conveyance of the Property or the Buildings to an unrelated third party shall be subject to this Lease.

D. Each of the provisions (a) through (d) set forth in this subsection 34.D is expressly declared to be a condition subsequent for the benefit of Landlord. In the event (a) Lessee fails to operate and maintain the Property pursuant to the terms and conditions of this Lease, or (b) Lessee abandons the Property as referenced in Section 5, or (c) Lessee attempts to sell, assign or transfer its interest in this Lease or the Buildings without the prior written consent of Landlord, or (d) this Lease expires or is terminated for any reason, or by any party, at any time following transfer of title to the Buildings to Lessee, then Landlord shall have the power to terminate Lessee's fee simple interest in the Buildings, and to reenter and take possession and title to the Buildings, including without limitation, all improvements made by Lessee thereto or thereon. The interest created in Landlord by this subsection 34.D. is a "Power of termination" as defined in California Civil Code Section 885.010. In any of such events, Lessee shall cooperate with Landlord and execute such documents as are necessary to ensure that fee title to the Buildings shall revert back to Landlord. The parties agree that the deed conveying title to the Buildings shall contain provisions consistent with the provisions of this Section 34.

35. Miscellaneous.

A. The section headings of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

B. If any of the provisions of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

C. Neither party has made any representations or covenants, except as contained herein, or in some further writing signed by the party making such representation or promise. All prior communications or understandings, oral or written, between Landlord and Lessee are superseded by this Lease and this Lease contains the entire agreement between the parties hereto with respect to the subject matter of this Lease, and shall not be amended, modified or supplemented unless by agreement in writing, signed by both parties.

D. Lessee shall look solely to the Property and rents derived therefrom for enforcement of any obligations hereunder or by law assumed or enforceable against Landlord, and no other property or other assets of Landlord shall be subjected to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies or with respect to this Lease, the relationship of Landlord and Lessee hereunder or Lessee's use and occupancy of the Property.

E. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

F. Time is of the essence of every provision of this Lease.

G. A memorandum of this Lease shall be recorded.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have hereto executed this agreement in duplicate on the day and year first above written.

LANDLORD:

LESSEE:

CITY OF EL PASO DE ROBLES

PASO ROBLES MUSEUM FOUNDATION

James L. App
City Manager

Harry Ovitt
President

ATTEST:

ATTEST:

Dennis Fansler
City Clerk

Secretary

APPROVED AS TO FORM:

Iris P. Yang,
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Jeanesville Pump	814 Gregory Avenue	6,000 Square Feet
Pioneer Day Committee Harvester Barn Complex	16 Gregory Avenue	8,328 Square Feet
Schoolhouse		836 Square Feet
Pioneer Museum and Warehouse	32 and 33 Gregory Avenue	21,656 Square Feet

EXHIBIT B

MAP OF THE PROPERTY

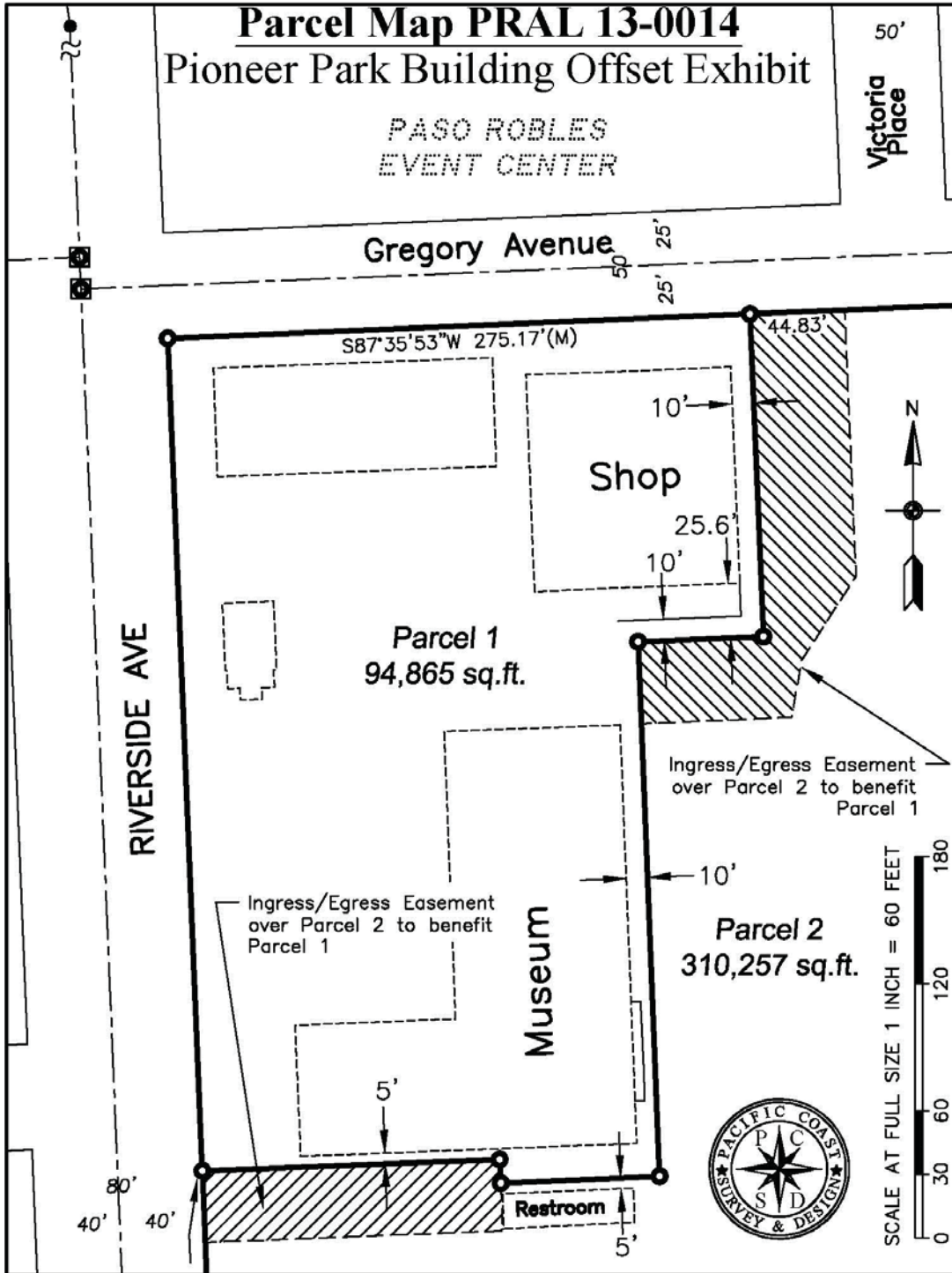


EXHIBIT C

STANDARD RULES AND REGULATIONS

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways, with the exception of special events.
2. Landlord reserves the right to refuse access to any persons Landlord in good faith judges to be a threat to the safety, reputation, or property of Landlord, the Property and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with the other occupants or person having business within the Property.
4. Lessee shall not keep animals or birds within the Property, except as part of an exhibit authorized by the Lease.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
7. Lessee shall not deface the walls, partitions or other surfaces of the Property.
8. Lessee shall not suffer or permit anything in or around the Property that causes excessive vibration or floor loading in any part of the Property or buildings or improvements thereon.
9. No window coverings, shades or awnings that detract from the historical nature of the Property shall be installed or used by Lessee without written authorization from Landlord.
10. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.
11. Lessee shall not use any method of heating or air conditioning other than as provided by or approved by Landlord.
12. Lessee shall not install, maintain for operate any vending machines upon the Property without Landlords' written consent.
13. The Property shall not be used for lodging. In addition, the Property shall not be used for manufacturing, cooking or food preparation except as incidental to a use of the Property as authorized by the Lease.
14. Lessee shall comply with all safety, fire protection and evacuation regulations established according to law by any applicable governmental agency, including Landlord.

15. Landlord reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.

16. Lessee assumes all risks from theft or vandalism and agrees to keep its property locked as may be required.

17. Landlord reserves the right to establish such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Property and its occupants. Lessee agrees to abide by these and such other rules and regulations established by Landlord.

RESOLUTION NO. 12-063

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING SHORT-TERM EXTENSIONS OF OCCUPANCY OF CITY FACILITIES
IN ORDER TO NEGOTIATE NEW MASTER LEASE

WHEREAS, the Pioneer Museum, Pioneer Day Committee and the Jeanesville Oil Pump Museum (collectively, the "Museum Groups") all have occupied certain City facilities in Pioneer Park for many years and each has helped to preserve various aspects of Paso Robles' history; and

WHEREAS, the City desires that the terms and conditions of the Museum Groups' use of City facilities be updated and clarified, all in the interest of the public health, safety and welfare; and

WHEREAS, the Museum Groups have submitted to City a Letter of Intent, dated March 13, 2012, expressing their interest in creating a single non-profit corporation to represent the Museum Groups and to negotiate a long-term master lease of the City facilities to ensure the protection of the City's cultural heritage; and

WHEREAS, the Letter of Intent states that the new Museum Groups entity would be responsible for the ongoing maintenance, insurance and operations of the City facilities; and

WHEREAS, the Museum Groups have pledged to continue working with the City on a long-range plan for the City facilities, consistent with the Uptown-Town Centre Specific Plan;

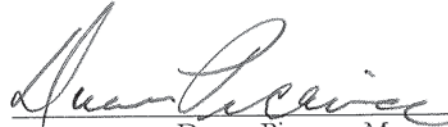
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council finds that all of the above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council of the City of El Paso de Robles hereby approves the continued occupancy by the Pioneer Museum, Pioneer Day Committee and the Jeanesville Oil Pump Museum of the facilities in Pioneer Park currently occupied by them, for a period not to exceed twelve (12) months from the date of this resolution, in order to allow time for the Museum Groups to form a non-profit corporation and the negotiation of a Master Lease with the City.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 17th day of April 2012.

AYES: Steinbeck, Strong, Gilman, Hamon, Picanco
NOES:
ABSTAIN:
ABSENT:


Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

RESOLUTION NO. 13-040

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING A SIX-MONTH EXTENSION OF OCCUPANCY OF CITY FACILITIES IN PIONEER
PARK BY MUSEUM GROUPS TO NEGOTIATE NEW MASTER LEASE

WHEREAS, the Pioneer Museum, Pioneer Day Committee and the Jeanesville Oil Pump Museum (collectively, the "Museum Groups") all have occupied certain City facilities in Pioneer Park for many years and each has helped to preserve various aspects of Paso Robles' history; and

WHEREAS, the City desires that the terms and conditions of the Museum Groups' use of City facilities be updated and clarified, all in the interest of the public health, safety and welfare; and

WHEREAS, the Museum Groups have submitted to City a Letter of Intent, dated March 13, 2012, expressing their interest in creating a non-profit organization to represent the Museum Groups and to negotiate a long-term master lease of City facilities to ensure the protection of the City's cultural heritage; and

WHEREAS, the Letter of Intent states that the new Museum Groups entity would be responsible for the ongoing maintenance, insurance and operations of the City facilities; and

WHEREAS, the Museum Groups have pledged to continue working with the City on a long-range plan for the City facilities, consistent with the Uptown-Town Centre Specific Plan; and

WHEREAS, City Council previously set a deadline of April 17, 2013 for completion of negotiations; and

WHEREAS, the Museum Groups are awaiting approval of non-profit status as the *Paso Robles Museum Foundation* and are actively negotiating the terms of a lease.

NOW THEREFORE, BE IT RESOLVED THAT:

The City Council of the City of El Paso de Robles hereby approves the continued occupancy by the Pioneer Museum, Pioneer Day Committee and the Jeanesville Oil Pump Museum of the facilities in Pioneer Park, for a period not to exceed six (6) months from the previous deadline of April 17, 2013, in order to allow time for the Museum Groups to form a non-profit corporation and to negotiate a Master Lease with the City.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 19th day of March, 2013.

AYES: Steinbeck, Strong, Martin, Hamon, Picanco

NOES:

ABSTAIN:

ABSENT:



Duane Picanco, Mayor

ATTEST:



Caryn Jackson, Deputy City Clerk

RESOLUTION NO. 13-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AUTHORIZING THE EXECUTION OF A LONG-TERM LEASE AGREEMENT
BETWEEN THE CITY OF PASO ROBLES AND THE
PASO ROBLES MUSEUM FOUNDATION

WHEREAS, the three Paso Robles Museum Foundation entities – Jeanesville Pump, Pioneer Day Committee and Pioneer Museum -- occupy and operate on City property under a variety of arrangements; and

WHEREAS, on April 17, 2012, City Council authorized a 1-year extension of occupancy, to allow for the negotiation of a long-term master lease with an umbrella group consisting of all three of these entities; and

WHEREAS, on March 19, 2013, City Council extended the occupancy for an additional six months to allow the entities and City staff to complete the negotiation process; and

WHEREAS, the Paso Robles Museum Foundation has obtained the requisite non-profit status and insurance to continue occupancy and operations on the site; and

WHEREAS, City staff and legal counsel have developed a long-term master lease agreement in conjunction with the Paso Robles Museum Foundation to the satisfaction of all parties.

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of El Paso de Robles, to authorize the execution of a long-term lease between the City of Paso Robles and the Paso Robles Museum Foundation.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles at a regular meeting of said Council held on the 3rd day of September, 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Duane Picanco, Mayor

Caryn Jackson, Deputy City Clerk