

RESOLUTION No. 163

Adopted Nov 16, 1931

Be it and it is hereby resolved: that the City of El Paso de Robles, through its Mayor and City Clerk, enter into an agreement with H. H. Soest, for the use by him of the surplus water from the bath house well, in the form of the attached writing.

AGREEMENT

Adopted Nov 16, 1931

THIS AGREEMENT, made and executed in duplicate this 16th day of November 1931, by and between the City of El Paso de Robles, a municipal corporation, as party of the first part, and H. H. Soest as party of the second part,

W I T N E S S E T H :

THAT, WHEREAS, the party of the first part is the owner of the following described real property situated in said City, to wit:

The Easterly sixty-five (65) feet of Lots One (1) Two (2) and Three (3) of Block Twenty-eight (28), and that portion of Lot Four (4) of said Block 28 described as follows:

Commencing on the Northerly line of said lot on the alley, at a point eighty-three feet Westerly on the Northeastly corner of said lot and running Westerly along the Southerly line of said alley and Northerly line of said lot parallel with Eleventh Street, fourteen feet; thence Southerly at right angles and parallel with Pine Street, eight feet; thence Easterly at right angles and parallel with Eleventh Street, fourteen feet; thence Northerly at right angles and parallel to Pine Street eight feet, to place of beginning, all the above as said lots and block are laid down and delineated on the map of said City filed in the office of the County Recorder of San Luis Obispo County, California, on October 25, 1889.

WHEREAS, on said property is a flowing well of sulphur water and a bath house which makes use of said water; and

WHEREAS, there is more water flowing from said well than is required for the operation of said bath house; and

WHEREAS, the party of the second part wishes to make use of said surplus water by concentrating the same and selling such concentrates.

IT IS THEREFORE AGREED between the parties hereto that the party of the second part and his assigns may have the use for concentration purposes, all the surplus sulphur water from said property in consideration of the payment of One Dollar for the first five years of this contract, and for the time after said five years said City shall receive a royalty of two cents a gallon for each gallon of said concentrated water that may be sold or otherwise disposed of.

It is agreed that at no time shall such an amount of water be used from said premises as to interfere with the operations of the bath house thereon, and that the party of the first part shall at all times be the sole judge of the amount of water that may be so used.

It is agreed that this permit is revocable at any time, if in the judgment of the party of the first part the use of said water by the party of the second part or his assigns is detrimental to the proper operation of said bath house.

It is further agreed that the party of the second part or his assigns shall not in any manner attempt to increase the flow of water from said well without permission of the party of the first part, nor shall the party of the second part or his assigns open up or increase the flow of water from said well in excess of its present flow without ^{the permission of} the party of the first part,

and only to such extent as the party of the first part may designate.

It is understood and agreed that the party of the second part or his assigns may erect on said premises at such point as the party of the first part may designate, a building to be used for the purpose of concentrating and selling said waters, but such building shall be of such style and type and of such material as the party of the first part may designate.

It is agreed that as soon as any such building or other improvements shall be erected on said property by the party of the second part or his assigns, that it shall become and be the property of the party of the first part, but the party of the second part and his assigns may occupy and use the same for the purposes above recited during the life of this agreement without rental therefor.

WITNESS the corporate name and seal of the party of the first part, and the hand of the party of the second part, the day and year first written.

CITY OF EL PASO DE ROBLES

by *C. E. Smith*
C. E. Smith

Mayor

Attest: *Lillian B. Henry*
Lillian B. Henry
City Clerk