

RESOLUTION NO. 494RELATING TO THE LEASE OF THE MUNICIPAL AIRPORT.

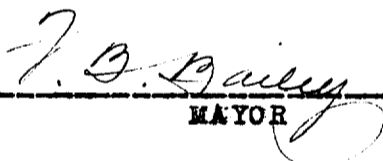
WHEREAS, the City of El Paso de Robles has advertised for bids on the Municipal Airport, known as Sherwood Field.

WHEREAS, the Paso Robles Aviation Club, Inc. has submitted a lease, the terms and conditions of which are acceptable to the City of El Paso de Robles.

NOW THEREFORE the City Council of the City of El Paso de Robles does hereby resolve as follows:

That that lease, dated October 1, 1944, and providing for a minimum payment of FIVE HUNDRED and NO/100 DOLLARS (\$500.00) per year, in advance, and other payments according to the terms contained in said lease, and which said lease is attached hereto and hereby incorporated in this Resolution, be executed by the City of El Paso de Robles in the manner prescribed by law.

PASSED AND ADOPTED by the City Council this 6th day of November, 1944.


MAYOR

ATTEST:


City Clerk.

COPY

LEASE OF MUNICIPAL AIRPORT.

STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO
CITY OF EL PASO DE ROBLES.

KNOW ALL MEN BY THESE PRESENTS:

1. This contract of lease made on the day and date hereinafter designated between El Paso de Robles, a city of the sixth class, of the State of California, in the County of San Luis Obispo, hereinafter called "Lessor", acting in the manner prescribed by law, and Paso Robles Aviation Club, Inc., a corporation of the State of California, hereinafter called the "Lessee".

2. WITNESSETH: For and in consideration of the mutual covenants herein contained, the Lessor lets unto the Lessee and the Lessee hires from the Lessor for the term beginning the 1st day of October, 1944, and expiring on that date, as yet uncertain, when the United States Government will sanction and permit the operation of civilian flying for general purposes, that certain tract of land and the fixtures and appurtenances thereof, situated in the County of San Luis Obispo, State of California, generally known as Sherwood Field and consisting of approximately 180 acres, more or less, and more particularly described as follows:

Lots 47, 48, 49 and the North 40.10 acres of Lot 50, of the Rancho Santa Isabel, in the County of San Luis Obispo, State of California, according to the map of the subdivision of said Rancho made by R. R. Harris in 1866 and filed for record on January 25, 1867, in the office of the Recorder of said County, and

A strip of land situated in the County of San Luis Obispo, State of California, which is a portion of Parcel 2, which parcel includes Lots Nos. 52 and 53 of the Rancho Santa Isabel, as per map of the subdivision of said Rancho made by R. R. Harris in the year 1866, now on file in the office of the County Recorder of said County, in Map Book A, Page 29. Said strip of land is more particularly described as follows: Beginning at a point which is the Southwest corner of said Lot 52, marked by an iron axle; thence (first) Easterly along the South line of said Lot 52 and Lot 53, a distance of 1742.4 feet, more or less, to a point marked by an iron axle; thence (second) Northerly along a line parallel to the West line of said Lot 52 a distance of 500 feet to a point marked by an iron axle; thence (third) Westerly along a line parallel to the South line of said Lots 52 and 53, a distance of 1742.4 feet, more or less, to a point in said West line of

Lot 52, marked by an iron axle; thence (fourth) southerly along said West line of Lot 52, 500 feet to the point of beginning,

for the purposes herein set out and under the conditions herein specified;

3. The Lessee agrees to pay to the Lessor, at the Office of the City Clerk, in the City of El Paso de Robles, a consideration of not less than FIVE HUNDRED DOLLARS (\$500.00) per annum, or prorate for any portion of any year that this contract is in effect, and in addition the Lessee will pay to the Lessor, from the net profits derived from the operation of said Sherwood Field, the following amounts:

10% of \$5,000.00 net profit- per annum,
20% of 5 to \$10,000.00 net profit- per annum,
30% of 10 to \$15,000.00 net profit- per annum,
40% of 15 to \$20,000.00 net profit- per annum,
50% of 20 to \$25,000.00 net profit- per annum, and
50% of any sum in excess of \$25,000.00, per annum

Any net profit will be determined by audit on the 1st day of October, 1945, and on the 1st day of October of each succeeding year, and any amount determined to be owed to the Lessor will be paid at that time. The said rental of \$500.00 shall be payable in advance.

The net profit will be determined by deducting all operating expenses, maintenance costs, reasonable salaries and any other necessary or reasonable expenses, but not including new equipment, from the gross profit or income from any source, including agricultural, of said Sherwood Field. The Lessee shall keep complete books of account on any moneys received or expended from any source whatsoever, and these books will be subject to inspection by the Lessor at any reasonable time. In the event that there is any dispute between the parties hereto as to the amount of net profits, or the method by which said net profits are arrived at, or the reasonableness of any expenditure or salary paid by the Lessee, then and in that event such dispute may be referred to three arbiters; one chosen by the Lessor, one by the Lessee and the third by the other two so chosen. Any decision of said arbiters as to facts and the reasonableness of any costs, will be binding and final unto the parties hereto.

4. As a further consideration for the execution of this Lease.

Lessor hereby grants to Lessee the exclusive option to renew the within lease according to the same terms and conditions as are hereinafter set forth, for an additional period of five (5) years and for a rental in the same amount and manner as above set forth, commencing with the date of expiration of this lease, provided that Lessee shall notify Lessor, in writing, at least fifteen (15) days after that date on which the United States Government sanctions and permits the operation of civilian flying for general purposes.

5. The Lessee will use the land, its equipment, appurtenances, fixtures and hangar as an Airport of the type and class applicable to a city of the size of El Paso de Robles, and may use any building thereon as a residence for the Superintendent of the Field, who shall remain on the Field at all reasonable times after that date, as aforesaid, when civilian flying is resumed and for such other lawful purposes not inconsistent with this demise.

6. The Lessee represents that he has examined the premises, fixtures and appurtenances thereof and they are suitable, safe and sufficient for the purpose for which each is to be used, and if it is necessary to make any changes therein, or improvements thereof, the Lessee will do each thing necessary therefor at his sole expense.

7. The Lessee will maintain in good repair the property and its fixtures and appurtenances, and suffer no waste, and at the Lessee's own expense repair the same and return the demised premises in as good a condition as when received, reasonable wear and tear and any act of God excepted. The Lessor shall maintain adequate fire insurance on all buildings now existing on said Sherwood Field. The Lessee shall maintain any other insurance for public liability or property damage to any third person and will save the Lessor harmless from any suits or damages at law because of injury to any third party.

8. The Lessee shall have the right to erect, maintain and occupy such principal and incidental structures on the land herein leased as may be necessary for the conduct of his business.

9. The land, the buildings, the appurtenances and the equipment

shall be used and maintained in accord with the Ordinances of the City of El Paso de Robles, the laws of the State of California, the statutes of the United States of America and the regulations of the Departments of the United States of America, applicable to this subject.

10. The Lessee covenants that at the termination of this demise, the premises will be yielded to the City of El Paso de Robles without further notice than as herein provided.

11. That the Lessee agrees to operate the Airport as a public airport with the facilities thereon available at all time to the general public without discrimination. The Lessee shall establish any rates or charges for the use of said Sherwood Field not inconsistent with the laws of the State of California, or the statutes of the United States of America and the regulations of the Departments of the United States of America applicable to such charges.

12. This demise is made subject to any contract or agreement between the Lessor and the United States of America, and more particularly that lease for weather reporting, and the Lessee assumes the obligations for the facilities to be furnished.

13. The Lessee shall pay for the electricity, water and all public utilities used on the demised premises.

14. The Lessee shall permit the said Lessor, or its agents, to enter the said premises at reasonable hours to examine the same or to make such repairs and alterations therein as shall be necessary for the safety and preservation thereof, at the option of the Lessor, but without relieving the Lessee of any obligations hereunder.

15. The Lessee shall not sublease any portion of the demised premises, or assign this contract in whole or in part, without the written consent of the Lessor.

16. Provided, however, and these presents are upon this condition, that if the said Lessee, or his representative or assigns, do or shall neglect or fail to perform and observe any of the covenants contained in this instrument which on its or their part are to be performed, or if the said Lessee shall be declared bankrupt according

to law, or if any assignment or conveyance be made for the benefit of creditors, then in said case the Lessor, or those having its estate in the said premises, lawfully, may immediately, or at any time thereafter without further notice or demand, enter into and upon the said premises, or any part thereof, in the name of the whole, and repossess the same as of its former estate, and expel the said Lessee and those claiming under it and remove its effects (forcibly, if necessary) without being taken or deemed guilty of any manner of trespass, all hereby expressly waived, and without prejudice to any remedies which might otherwise be used for arrears of rent, and that upon entry, as aforesaid, the term shall cease and be ended, all cumulative of the statutory remedies of the Lessor.

17. Exclusive venue in all actions arising under this contract shall be laid in San Luis Obispo County, California.

18. The foregoing instrument in writing constitutes the entire consideration for the conveyance of said property, there being no other written, nor any parole, agreement with any officer or employee of the Lessor.

SIGNED, sealed and delivered, in duplicate, by the principal contracting parties, on this 6th day of November, 1944.

Attest:

[Signature]
City Clerk.

CITY OF EL PASO DE ROBLES.

By [Signature] Mayor.
Lessor.

Attest:

PASO ROBLES AVIATION CLUB, INC.

By _____ President.
Lessee.