

RELATING TO THE SALE OF THE MUNICIPAL BATH HOUSE  
AND THE LEASE OF SULPHUR WELL.

WHEREAS, the Municipal Bath House has for many years been a source of expense to the City of El Paso de Robles; and

WHEREAS, there has now been made an offer of purchase by A. J. NEVINS for said bath house, in the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY and NO/100 DOLLARS (\$4,750.00); and

WHEREAS, the City Council of the City of El Paso de Robles believes that it is to the best advantage of the City of El Paso de Robles to sell said Municipal Bath House and to lease the nearby sulphur well to A. J. Nevins in order that said Municipal Bath House be continued as a public bath house.

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

SECTION 1. That the Mayor of the City of El Paso de Robles is hereby authorized to enter into an escrow agreement with the said A. J. Nevins, with the Bank of America at Paso Robles, as Escrow Agents for both parties, and upon the following terms and conditions:

(a) A. J. Nevins will pay to the City of El Paso de Robles, FOUR THOUSAND SEVEN HUNDRED FIFTY and NO/100 DOLLARS, (\$4,750.00) for the municipal Bath House, located on the Southwest corner of Eleventh and Pine Streets.

(b) The City of El Paso de Robles will pay Otto Van Horn, Real Estate Agent, Five (5) percent commission on said sale.

(c) Purchase price is to be paid within Ninety (90) days.

(d) The City of El Paso de Robles will pay one-half (1/2) the Escrow fee and the fee charged for the Title Insurance Policy.

SECTION 2. The City Attorney of the City of El Paso de Robles shall prepare a grant deed from said City to A. J. Nevins conveying said premises, but not including any other building than the municipal bath house, and it shall be stipulated in said deed that in the event that A. J. Nevins, or his successors or assigns,

ceases to operate said Municipal Bath House as a public bath house within Five (5) years, then and in that event, said municipal Bath House shall revert and re-vest in the City of El Paso de Robles.

SECTION 3. The City Attorney of the City of El Paso de Robles shall prepare a Lease on that certain sulphur well, located on part of Lot 4 in Block 28, of said City, with A. J. Nevins as Lessee, and for a consideration of ONE DOLLAR (\$1.00) per year, and to continue for the maximum period prescribed by law. Said Lease shall provide that all costs of maintenance shall be paid by Lessee and with the further provision that in the event the said Lessee ceases to operate a public bath house, then and in that event the Lease would be immediately terminated. Said Lease will also be made subject to that Agreement between the City of El Paso de Robles and H. H. SOEST, dated November 16, 1931, and recorded March 24, 1933, in Book 134, page 34 of Official Records.

PASSED AND ADOPTED by the City Council this 19th day of March, 1945.

  
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 MAYOR

ATTEST:

  
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 CITY CLERK.