

RESOLUTION NO. 513


RELATING TO THE LEASE OF THE EAST PORTION OF THE  
SPRING AND BATH HOUSE BLOCK.

RESOLVED by the City Council of the City of El Paso de Robles, meeting in continued session this 22nd day of October, 1945, that:

SECTION 1.

That certain lease which is attached hereto and made a part of this resolution, wherein the City of El Paso de Robles is the Lessor and Henry Billings is the Lessee and granting to the latter a lease on the easterly 150 feet of the Spring and Bath House Block, be and the same is hereby accepted, and is to be in full force and effect when executed by both parties.

PASSED AND ADOPTED by the City Council this 22nd day of October, 1945.

  
MAYOR

ATTEST:

  
City Clerk.

LEASE.

THIS LEASE, dated the 22<sup>nd</sup> day of October, 1945, between the CITY OF EL PASO DE ROBLES, a municipal corporation, LESSOR, and HENRY BILLINGS, an individual, LESSEE.

WITNESSETH:

1. Lessor does hereby lease unto Lessee, and Lessee does hereby hire and take from Lessor for the term of Three (3) years, commencing on the 1st day of November, 1945, and ending on the 31st day of October, 1948, all that certain parcel of land situate in the City of El Paso de Robles, County of San Luis Obispo, State of California, described as follows, to wit:

Commencing at the Southwest corner of Eleventh and Park Streets, and running thence westerly along the South line of 11th Street 150 feet; thence at right angles South 300 feet to North line of Tenth Street; thence Easterly along said North line of Tenth Street 150 feet; thence at right angles North along the West line of Park Street 300 feet to the point of beginning.

2. Lessee shall have the right during the term of this lease to occupy and use the demised premises for the storage and sale of automobiles.

3. Lessee agrees to pay Lessor rental for the use and occupancy of the demised premises as follows:

The sum of NINETY and NO/100 DOLLARS (\$90.00), per month, payable monthly in advance on the first day of each month during the term hereof.

4. If during the term hereof, or any extension thereof, Lessee shall default in the payment of rental or in the keeping or performing of any of the covenants or conditions herein contained to be kept or performed by Lessee, and if such default shall not be corrected within a period of twenty (20) days after receipt of written notice from Lessor, specifying said default, Lessor shall have the right at Lessor's election to terminate this lease or to re-enter the demised premises and remove all persons therefrom or to take any other action for the enforcement of any right or remedy available to Lessor by law or equity.

5. All rents payable hereunder shall be paid by Lessee to Lessor at the Office of the City Clerk, City Hall of El Paso de Robles.

6. Lessee shall pay any taxes which may be levied or assessed during the term of this lease on any and all improvements and personal property which are owned by Lessee and which are situate on the said demised premises. All real property taxes or assessments and all other personal property taxes or assessments including all street improvement or other special taxes or assessments shall be paid by Lessor.

7. Lessee shall protect and hold harmless Lessor and the demised premises from any and all liens of every kind or character which may be levied for labor performed or materials furnished in connection with the construction or maintenance of any improvements upon the said demised premises by Lessee.

8. Upon the expiration of the term of this lease, or any extension thereof, or any sooner termination of Lessee's tenancy of the premises, Lessee agrees to quit and deliver up possession of the demised premises to Lessor.

It is mutually agreed between the parties hereto that this lease may be cancelled at any time by either party upon thirty (30) days written notice to the other party.

9. If Lessee shall hold over after the expiration of the term of this lease, or any extension thereof, such tenancy shall be from month to month only, and upon all the terms, covenants and conditions hereof.

10. As a further consideration, the Lessee is hereby given the option to renew this lease, together with all of its terms and conditions, from the date of expiration for an additional period of two (2) years; provided, however, that written notice is given to the Lessor thirty (30) days before the expiration of this lease.

11. Lessee agrees to hold Lessor harmless for any injury to person or property on said premises during the term of this lease and Lessee further agrees to maintain adequate public liability insurance with limits of not less than 10 to \$20,000.

12. This lease shall be binding upon and shall inure to the benefit of the successors and assigns of Lessee, and shall be binding upon and inure to the benefit of the successors of the Lessor.

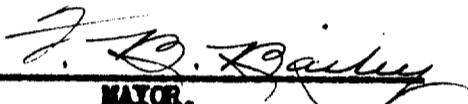
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first hereinabove mentioned, in duplicate.

Attest:

CITY OF EL PASO DE ROBLES, LESSOR.

  
City Clerk.

By:

  
MAYOR.

\_\_\_\_\_, LESSEE.