

RESOLUTION NO. 91-47

A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF EL PASO DE ROBLES  
AUTHORIZING THE EXECUTION OF  
AN ADDENDUM TO THE LEASE

BE IT RESOLVED by the City Council of the City of El Paso de Robles as follows:


That the Mayor and the City Clerk be authorized to execute the Addendum to the Lease attached as Exhibit 1.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 2nd day of April, 1991, on the following roll call vote:

AYES: Russell, Martin, Picanco, Reneau and Iversen

NOES: None

ABSENT: None

  
\_\_\_\_\_  
Christian E. Iversen, Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is made and entered into this 2nd day of April , 1991, by and between the CITY OF PASO ROBLES, a political subdivision and one of the cities of the State of California (hereinafter called "CITY" or "LESSOR") and RICHARD J. OROSEL and JO ANN OROSEL (hereinafter called "LESSEE").

RECITALS

WHEREAS, CITY entered into a lease of certain premises located at the Paso Robles Municipal Airport with RICHARD J. OROSEL and JO ANN OROSEL dated October 16, 1979; and executed addenda to the Lease dated January 1, 1980, and June 7, 1983; and

WHEREAS, the parties are desirous of further defining the terms upon which LESSEE may sublease the subject property.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Paragraph XV of the Lease shall be deleted in its entirety and the following substituted in lieu thereof:

LESSEE shall not assign or sublease said Lease without the written consent of CITY, provided that if LESSEE assigns or subleases said Lease without the written consent of CITY that said Lease shall, at the option of CITY, immediately cease and terminate. Consent to assignment and/or sublease shall not be unreasonably withheld; provided that no approval of an assignment or sublease shall relieve LESSEE of its obligations hereunder.

No sublease of any parcel or portion of the property leased hereby shall be valid or effective unless LESSEE and the proposed sublessee execute and record with the San Luis Obispo County Recorder an agreement providing for reciprocal vehicular access and reciprocal parking over the entire property leased hereby. Said Agreement must be approved by CITY prior to recordation.

If LESSEE be a partnership, a withdrawal or change, voluntary, involuntary, by operation of law, or other-

wise, of any of the partners thereof, or if LESSEE be composed of more than one person, a purported assignment or transfer, voluntary or involuntary, by operation of law, or otherwise, from one thereof unto the other or others thereof, or if LESSEE be a corporation, a change in ownership (voluntary, involuntary, by operation of law, or otherwise) of fifty-one percent (51%) or more of the capital stock as owned as of the date of execution hereof, shall be deemed an assignment prohibited hereby, unless the written consent of CITY be obtained thereto.

Anything herein to the contrary notwithstanding, it is further agreed that, in the event of the death of any partner, should LESSEE be a partnership, or in the event of the death of any corporate shareholder resulting in a change in the ownership of fifty-one percent (51%) or more of the capital stock of said corporation, if LESSEE be a corporation, the Executor, Estate, heirs or devisees of such deceased person shall be entitled to succeed to the interest herein of such deceased person subject to the following qualifications:

a. That said designated person, persons or entity demonstrate to the satisfaction of the CITY Council that the person, persons or entity is competent and qualified to operate said leased premises pursuant to the provisions of this Lease.

b. That said person, persons or entity first agree to assume all the obligations of the said deceased LESSEE, as set forth in this Lease, and agree to be bound by all the provisions hereof and the activities and transactions of the deceased LESSEE with respect thereto.

c. That all of the matters referred to in (a) and (b) above be complied with within thirty (30) days after death of LESSEE, provided that said time limit may be extended by express written permission of the CITY Council if good cause is shown therefor.

2. In all other respects, the Lease shall remain in full force and effect.

Executed on the day and year first above written.

LESSOR:  
CITY OF EL PASO DE ROBLES

By:   
Mayor