

RESOLUTION NO. 08-006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES APPROVING
AND AUTHORIZING EXECUTION OF A FIRST AMENDMENT
TO LONG TERM LEASE BETWEEN THE CITY OF PASO ROBLES
AND EL PASO DE ROBLES AREA HISTORICAL SOCIETY

WHEREAS, the City of Paso Robles (the "City") has heretofore entered into a Long Term Lease with The El Paso De Robles Area Historical Society ("Lessee") entered into as of December 1, 1997, (the "Lease"); for the property commonly known as the "Carnegie Library" located in the City Park, with a common address of 800 12th Street, El Paso De Robles, CA (the "Premises"); and

WHEREAS, pursuant to the Lease, the City leased the Premises to the Lessee, for the initial term of ten (10) years, commencing on December 1, 1997 (the "Term") and for Options to Extend the Term; and

WHEREAS, since the effective date of the Lease, circumstances have changed in that the Lessee has been unable to occupy the Premises since December 22, 2003 when the Premises sustained substantial structural damage caused by an earthquake, which resulted in the Premises being declared a "dangerous building" as that term is defined in the City's Municipal Code §17.04.010; and

WHEREAS, in light of ongoing circumstances and the further agreements of the parties, the City desires to declare its intent that the term of the Lease be extended by a period of time equal to Lessee's displacement from the Premises.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PASO ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Paso Robles does hereby find and determine that the term of the Lease be extended for a period of time equal to the period in which Lessee has been displaced from the Premises. Because the repairs to the Premises have not yet been completed, and it is uncertain when the Premises will be determined to be fit for occupancy, the Council hereby approves the First Amendment to Long Term Lease in the form attached hereto as "Exhibit A" and incorporated herein by reference. The intent of the First Amendment to Long Term Lease is to (1) extend the Term of the Lease, and (2) make conforming changes to the commencement dates of the Options to Extend Term.

Section 2. The City Manager is authorized to execute the First Amendment to Long Term Lease in substantially the form attached hereto as Exhibit A, subject to any minor, clarifying and conforming changes as may be approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 5th day of February, 2008 by the following vote:

AYES: Hamon, Nemeth, Picanco, Strong, and Mecham

NOES:

ABSENT:

ABSTAIN:

Frank R. Mecham, Mayor

ATTEST:

Deborah Robinson, Deputy City Clerk

"EXHIBIT A"

FIRST AMENDMENT TO LONG TERM LEASE

THIS FIRST AMENDMENT TO LONG TERM LEASE, (hereinafter referred to as the "First Amendment") is made and entered into as of _____, 2008, by and between the CITY OF EL PASO DE ROBLES, a municipal corporation of the State of California (the "Lessor" or the "City") and THE EL PASO DE ROBLES AREA HISTORICAL SOCIETY, a California nonprofit public benefit corporation, (the "Lessee").

Recitals

A. Lessor and Lessee have heretofore entered into a Long Term Lease, entered into as of December 1, 1997, (the "Lease") providing for the Lessor to lease to Lessee certain Lessor-owned property commonly known as the "Carnegie Library" located in the City Park, with a common address of 800 12th Street, El Paso De Robles, CA, (the "Premises") under the Lease. The Lease further provides for the initial term of the Lease to be for ten (10) years, commencing on December 1, 1997 (the "Term") and for Options to Extend the Term. The capitalized terms used but not defined in this First Amendment shall have the meanings given in the Lease.

B. Since the effective date of the Lease, circumstances have changed in that the Lessee has been unable to occupy the Premises since December 22, 2003 when the Premises sustained substantial structural damage caused by an earthquake, which resulted in the Premises being declared a "dangerous building" as that term is defined in City's Municipal Code § 17.04.010.

C. In light of ongoing circumstances and the further agreements of the parties, the Lessee and Lessor desire to enter into this First Amendment to (1) provide for the extension of the Term of the Lease; and (2) to conform the commencement dates of the Options to Extend Term with the provisions of the extension of the Term of the Lease, as more fully set forth herein.

Agreements

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the parties agree as follows:

Section 1. Purpose of this First Amendment

The purpose of this First Amendment is to (1) extend the Term of the Lease, and (2) make conforming changes to the commencement dates of the Options to Extend Term.

Section 2. Term.

Section 2 of the Lease is hereby deleted in its entirety and replaced as follows:

(a) Lessor and Lessee hereby acknowledge and agree that the Term of the Lease, which is scheduled to expire on December 1, 2007, shall be and hereby is extended by a period of time equal to the time between December 22, 2003 and the date on which the City officials determine that the repairs and/or improvements to the Premises, as a result of the earthquake, have been completed and that the Premises are ready for occupancy (the "Displacement Period").

The Lessor shall thereupon be required to promptly give Lessee written notice of the date on which the City has determined that the Premises are ready for occupancy, at which time the Lessor and Lessee shall mutually agree and acknowledge, in writing, the date on which the Lessee will take possession of and reoccupy the Premises.

[Illustrative Example]: By way of example only, City makes determination that the Premises are ready for occupancy on January 22, 2008. The Displacement Period (the time between December 22, 2003 (the date of the earthquake and January 22, 2008 (the City's determination)) is four (4) years and one (1) month. Since the expiration date on the original Lease was December 1, 2007, the Term of the Lease would continue until January 1, 2012.

(b) Lessor and Lessee further agree and acknowledge, for the purposes of specifically reciting the commencement dates for the Options to Extend Term, as provided for in Section 3 of the Lease ("Options"), that the commencement dates for such Options shall be the day following the expiration date of the Term as extended by this First Amendment.

Section 3 Full Force and Effect. Except as modified and amended by this First Amendment, all other provisions of the Lease shall remain unchanged and in full force and effect, and all references to the Lease shall hereafter mean and refer to the Lease, as amended by this First Amendment.

Section 4 This First Amendment, or an abstract of this First Amendment, shall be recorded in the San Luis Obispo County Recorder's Office.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, all as of the day and year first above written.

Lessor:

CITY OF EL PASO DE ROBLES

By: _____
Printed Name: _____
Title: _____

Executed at Paso Robles on:
_____, 2008

Lessee:

EL PASO DE ROBLES HISTORICAL SOCIETY

By: _____
Printed Name: _____
Title: _____

Executed at Paso Robles on:
_____, 2008

ATTEST

ATTEST

By: _____
Printed Name: _____
Title: _____

Executed at Paso Robles on:
_____, 2008

By: _____
Printed Name: _____
Title: _____

Executed at Paso Robles on:
_____, 2008