

RESOLUTION NO. 469

A RESOLUTION RELATING TO THE LEASING OF ROOMS 22 AND 21A OF THE HANGAR BUILDING, PASO ROBLES AIRPORT.

BE IT AND IT IS HEREBY RESOLVED:

That Rooms Nos. 22 and 21A of the hangar building, Paso Robles Airport, be leased to the Civil Aeronautics Administration and the Weather Bureau for the sum of One Dollar (\$1.00) per year, and the Mayor and City Clerk are hereby authorized to execute a lease in accordance with the terms of that lease which is attached hereto and made a part of this resolution.

The foregoing resolution was, on the 6th day of December, 1943, passed by the City Council of the City of El Paso de Robles.

John B. Gerst
MAYOR

ATTEST:

S. S. Tucker
CITY CLERK

STATE OF CALIFORNIA)
(ss
COUNTY OF SAN LUIS OBISPO)

I, S. S. Tucker, City Clerk of the City of El Paso de Robles, do hereby certify that the foregoing Resolution No. 469 was duly and regularly adopted by the City Council of the City of El Paso de Robles, California, at a regular meeting of said City Council held at the regular meeting place thereof, on the 6th day of December, 1943, by the following vote:

AYES: Councilmen Bailey, Brooks, Dougherty, Gerst and Wilmar.
NOES: Councilmen None ABSENT: Councilmen None.

Dated this 6th day of December, 1943.

S. S. Tucker
City Clerk and Ex-officio Clerk of
The City Council of the City of
El Paso de Robles, California.

LEASE

between

The City of Paso Robles

and

THE UNITED STATES OF AMERICA

1. This LEASE, made and entered into this _____ day of _____, in the year one thousand nine hundred and **forty three** by and between **The City of Paso Robles, a Municipal Corporation**

whose address is **Paso Robles, California**

for **its** heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: **Rooms Nos. 22 and 21A containing approximately 511 square feet of office space, located on the first floor of the south side of Air Corps Hangar, Paso Robles Airport (Sherwood Field) Paso Robles, California.**

to be used exclusively for the following purposes (see instruction No. 3):

Office quarters

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning **September 20, 1943** and ending with **June 30, 1944**

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

~~5. This lease may, at the option of the Government, be renewed from year to year at a rental of~~

~~and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least _____ days before this lease or any renewal thereof would otherwise expire. Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the _____ day of~~

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

The right to install weather, radio and other equipment on the roof of said Hangar and on the Paso Robles Airport property at locations mutually agreeable to all parties concerned.

7. The Government shall pay the Lessor for the premises rent at the following rate:

One and no/100 (\$1.00) Dollars for the period beginning September 20, 1943 and ending June 30, 1944.

Payment shall be made at the end of each **Government fiscal year**

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government **thirty (30)** days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The entire paragraph 5 referring to option for renewal was deleted prior to the fixation of all signatures to this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

J. S. Tucker
City Clerk
Paso Robles, California.
(Address)

City of Paso Robles, a
Municipal Corporation
By John B. Gerst
Mayor Lessor.

UNITED STATES OF AMERICA,

By _____

(Official title)

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary).

I, S. S. Tucker, certify that I am the
City Clerk ~~Secretary~~ of the City ~~corporation~~ named
as Lessor in the attached lease; that John B. Gerst,
who signed said lease on behalf of the Lessor, was then _____
Mayor of said City ~~corporation~~, that said lease was duly
signed for and in behalf of said corporation by authority of its govern-
ing body, and is within the scope of its corporate powers.

J. S. Tucker [Corporate Seal]
City Clerk

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. This standard form of lease shall be used whenever the Government is the lessee of real property; except that when the total consideration does not exceed \$100 and the term of the lease does not exceed 1 year the use of this form is optional. In all cases where the rental to be paid exceeds \$2,000 per annum the annual rental shall not exceed 15 per centum of the fair market value of the rented premises at the date of lease. Alterations, improvements, and repairs of the rented premises by the Government shall not exceed 25 per centum of the amount of the rent for the first year of the rental term or for the rental term if less than 1 year.
2. The lease shall be dated and the full name and address of the lessor clearly written in paragraph 1.
3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given. The language inserted at the end of article 2 of the lease should specify only the general nature of the use, that is "office quarters", "storage space", etc.
4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.
5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of his authority so to act shall be furnished.
7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.
8. There shall be no deviation from this form without prior authorization by the Director of Procurement, except—
 - (a) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year.
 - (b) In paragraph 5, if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" shall be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured paragraph 5 may be deleted.
 - (c) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.
 - (d) Paragraph 7 provides that the lessor shall, "*unless herein specified to the contrary, maintain the said premises in good repair, etc.*" A modification or elimination of this requirement would not therefore be a deviation.
 - (e) If the premises are suitable without alterations, etc., paragraph 8 may be deleted.
 - (f) In case the premises consist of unimproved land, paragraph 10 may be deleted.
 - (g) When executing leases covering premises in foreign countries, departure from the standard form is permissible to the extent necessary to conform to local laws, customs, or practices.
 - (h) Additional provisions, relating to the particular subject matter mutually agreed upon, may be inserted, if not in conflict with the standard provisions, including a mutual right to terminate the lease upon a stated number of days' notice, but to permit only the lessor so to terminate would be a deviation requiring approval as above provided.
9. When deletions or other alterations are permitted specific notation thereof shall be entered in the blank space following paragraph 11 before signing.
10. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.