

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1927, by and between the BOARD OF TRUSTEES OF SAN LUIS OBISPO SCHOOL DISTRICT, parties of the first part, and THE CITY OF SAN LUIS OBISPO, a Municipal Corporation of the State of California, party of the second part,

W I T N E S S E T H,

WHEREAS, said parties of the first part, as such Board of Trustees, after proceedings duly had and taken according to law, did advertise in the manner and form required by law, that the real property hereinafter described, would be leased for a term of \_\_\_\_\_ years to the highest and best bidder;

AND WHEREAS, said party of the ~~first~~<sup>second</sup> part, in pursuance of Resolution No. \_\_\_\_\_ (New Series) of the City Council of said City of San Luis Obispo, did present to said parties of the first part its bid in writing agreeing to lease said real property for said term of \_\_\_\_\_ years, at the annual rental of \$ \_\_\_\_\_;

AND WHEREAS, the bid of said party of the second part was the highest and best bid received by said parties of the first part;

NOW THEREFORE, said parties of the first part, as such Board of Trustees, and not otherwise, do hereby lease and demise unto said party of the second part, all that certain lot, piece or parcel of land situate, lying and being in the City of San Luis Obispo, County of San Luis Obispo, State of California, and particularly described as follows, to-wit:

All of Block No. One Hundred Eleven (111) of the Mission Vineyard Tract, according to the map of said tract now on file in the office of the County Recorder of the County of San Luis Obispo.

TO HAVE AND TO HOLD the said premises unto the said party of the second part for the term of \_\_\_\_\_ years, commencing on and next ensuing the \_\_\_\_\_ day of \_\_\_\_\_, 1927, at the annual rental of \$ \_\_\_\_\_, payable annually in advance.

It is agreed that said party of the second part shall use said premises <sup>as a park square</sup> for public park purposes only. In the event that said



party of the second part shall fail, within a reasonable time from the date of this agreement, to establish or have established on said premises a public park, or in the event that said party of the second part, at any time during the term of this lease, shall fail to maintain on said premises a public park, then this agreement shall be void and of no effect, and said parties of the first part, and their successors in office, shall be free to use said premises for purposes other than as a public park.

It is further agreed that any and all expenses in connection with the establishment and maintenance of a public park on said premises, shall be borne and paid for by said party of the second part; and that all the streets and sidewalks surrounding said premises will be cared for by said party of the second part; and in the event any special assessment is levied against said premises for any purpose whatever or in the event the streets or sidewalks surrounding said premises are improved, said party of the second part agrees to pay and discharge any and all such special assessments and to pay for the improvement of such streets and sidewalks. It is the intent and meaning of this agreement that at no time during the continuance of this lease shall said parties of the first part or their successors in office be liable for or called upon to pay any costs, charges or expenses in connection with said property, either for the establishment or maintenance of a park thereon, or for any improvements to said property or the adjacent streets or sidewalks.

It is further agreed that this lease shall not be transferable by said party of the second part, without the written consent of the parties of the first part, or their successors in office.

It is further understood and agreed that said party of the second part assumes full liability over said premises and that said parties of the first part and their successors in office shall not be held liable in damages either to persons or property by reason of any defect in the condition of said premises.

All improvements, buildings, structures, pipes, plants, trees,



light standards and other equipment placed on said premises by said party of the second part shall become the property of said parties of the first part and shall be surrendered with the premises upon the termination of this lease.

IN WITNESS WHEREOF, said parties have caused these presents to be executed by the proper officers thereunto duly authorized, the day and year first above written.

BOARD OF TRUSTEES OF SAN LUIS OBISPO SCHOOL DISTRICT

By \_\_\_\_\_  
President

and \_\_\_\_\_  
Clerk

CITY OF SAN LUIS OBISPO

By \_\_\_\_\_  
Mayor

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