

ORDINANCE NO. 1201, FOURTH SERIES.

AN ORDINANCE GRANTING TO CONTINENTAL CONSTRUCTION COMPANY, A CORPORATION, AND ITS SUCCESSORS IN INTEREST, CERTAIN PRIVILEGES TO THE PREMISES COMMONLY KNOWN AS "SACRAMENTO NAVIGATION WHARF".

BE IT ENACTED BY THE COUNCIL OF THE CITY OF SACRAMENTO:

SECTION 1: A lease by franchise is hereby granted to CONTINENTAL CONSTRUCTION COMPANY, a corporation, as lessee, of all those certain warehouse premises in the City of Sacramento, County of Sacramento, State of California, located on the west side of Front Street, between "N" and "O" Streets, in said city, commonly known as "SACRAMENTO NAVIGATION WHARF." This lease shall be for the term of one (1) year commencing September 1, 1946, and ending August 31, 1947, at and for a rental of \$225.00 per month, payable to the City of Sacramento, lessor, with an option to the lessee to renew this lease for another year at the same rental and under the same terms.

SECTION 2: This lease is granted under the following terms, covenants and conditions to be complied with by lessee, to-wit:

(a) Lessee agrees to keep the leased premises in good order and repair during the term hereof and hereby waives the provisions of Sections Nos. 1941 and 1942 of the Civil Code. Lessee further agrees not to reconstruct or repair the premises without the consent of the lessor, and, if any are made, agrees to pay the cost of such repairs.

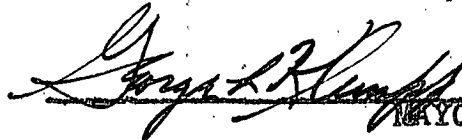
(b) Lessee agrees not to overload the premises herein by the storage of materials or equipment so as to cause strain or stress to the flooring and supports of the building, and should damage occur to the building or flooring by any such overloading, lessee agrees to pay the cost for the repairs to the same, and should any damage be sustained by lessee by such overloading, lessee waives any right to damages against lessor for such damages. Lessee agrees not to commit, nor suffer any nuisance or waste to be committed on the premises and will conform to and abide by all federal, state and local laws affecting the occupancy of these premises.

(c) At the termination of this lease, lessee agrees to quit the premises and deliver possession to the lessor in good order, reasonable wear and tear excepted. Any holding over after the termination of this lease shall be construed as a tenancy on a month to month basis. Failure on the part of the lessee to comply with the terms of this lease shall allow the lessor to terminate this lease and give the lessor the right to re-enter and take possession of the premises herein.

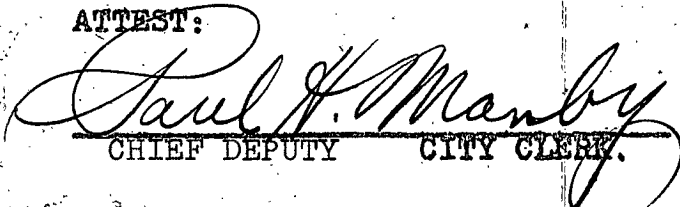
SECTION 3: The CONTINENTAL CONSTRUCTION COMPANY, a corporation, shall file with the Clerk of the City of Sacramento its written acceptance of this ordinance within ten (10) days after the passage of this ordinance. It shall within the same time period file the performance bond required by Section 215 of the Charter of the City of Sacramento in the penal sum of Two Hundred Fifty (\$250.00) Dollars.

PASSED: August 23, 1946

EFFECTIVE: September 22, 1946


MAYOR.

ATTEST:


CHIEF DEPUTY CITY CLERK.