RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes  No )

Resolution authorizing Chairman to sign Lease Agreement with the Mariposa County Historical Society for use of the premises upon which the History Center, Museum, and old library space are located. This Lease will be for a term of 63 years.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board has approved this Lease Agreement in the past.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

COSTS: ( ) Not Applicable
A. Budgeted current FY
B. Total anticipated costs
C. Required additional funding
D. Internal transfers

SOURCE: ( ) 4/5ths Vote Required
A. Unanticipated revenues
B. Reserve for contingencies
C. Source description:
Balance in Reserve for Contingencies, if approved:

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:

CLERK'S USE ONLY:
Vote - Ayes:  Noes:
Absent:  Abstained:  
Approved  Denied  
Minute Order Attached  No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.

Date: _

ATTEST: MARGIE WILLIAMS, Clerk of the Board
By: County of Mariposa, State of California
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

X Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment:

A.O. Initials: _

Action Form Revised 5/92
LEASE AGREEMENT

This Lease Agreement is entered into by and between the County of Mariposa, a political subdivision of the State of California, P.O. Box 784, Mariposa, California 95338, hereinafter referred to as “LESSOR,” and the Mariposa County Historical Society, P.O. Box 606, Mariposa, California, 95338, hereinafter referred to as “LESSEE.”

WITNESSETH:

WHEREAS, LESSOR is the owner of real property together with improvements thereon, located at 5119 Jessie Street, Mariposa, California, more particularly described on Exhibit “A” attached hereto and by this reference incorporated herein, and

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR the above-described property hereinafter referred to as “PREMISES,” and

WHEREAS, LESSEE was instrumental in the planning, fundraising, and development of the site and buildings located on PREMISES, and

WHEREAS, LESSEE contributes greatly to the community through its historical education, cultural programs, and operation and maintenance of a world class museum and history center.

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

1. **TERM:** LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR the PREMISES commencing **July 16, 2001** and terminating December 31, 2064.

2. **RENTAL:** LESSEE shall pay to LESSOR, as rental for the PREMISES the sum of One Dollar ($1.00) per year, payable on the first of each year, in advance.

3. **UTILITIES:** LESSOR shall be responsible for utilities servicing the adobe building located on the PREMISES during the term hereof, including but not limited to propane, electrical, water, sewer, and waste disposal. LESSEE shall be responsible for all telephone service and charges and for all utilities for exhibit buildings, except the main adobe History Center. Should LESSOR at some time in the future desire LESSEE to pay utilities for the adobe building, LESSEE shall negotiate in good faith with LESSOR to resolve the issue of utility payments.

4. **TAXES:** All Real Property Taxes and/or Possessory Interest Taxes, due and payable and assessed against the PREMISES shall be paid by LESSOR.

5. **USE OF PREMISES:** LESSEE shall use the PREMISES for a history center and museum and related uses.

6. **MECHANICS LIENS:** LESSEE shall keep the PREMISES free from any liens arising out of any work performed, materials furnished, or obligations incurred by LESSEE.
7. **FIRE INSURANCE**: During the term of this LEASE AGREEMENT, LESSOR shall be responsible for insuring the adobe building against fire loss. LESSOR shall have no responsibility for insuring LESSEE'S leasehold improvements, furniture, fixtures or other contents of the adobe building; LESSEE agrees to insure the same and hold LESSOR harmless for or on account of any loss, injury or damage to any person or persons or their property, including that of LESSEE, resulting from fire.

8. **LIABILITY INSURANCE AND HOLD HARMLESS**: LESSEE will hold LESSOR exempt and harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the negligent use of the PREMISES by LESSEE.

   LESSOR shall, during the term hereof, obtain and maintain a liability insurance policy and protect against any liability to the public incident to the use of the Premises by LESSEE, excepting therefrom damages or injury caused by the negligence of LESSEE.

9. **MAINTENANCE**: LESSEE shall maintain all exhibits indoors and outdoors, including exhibit buildings, machinery and equipment, landscaping and gardens.

   Maintenance by LESSOR shall include but not be limited to roof, foundation, exterior walls, sewer lines, common areas, and interior of the Premises.

10. **ASSIGNMENT AND SUB-LETTING**: LESSEE shall not be permitted to assign and/or sub-let the PREMISES during the term hereof without written permission from LESSOR.

11. **COMPLIANCE WITH LAWS**: LESSEE shall, at LESSEE'S own expense, comply with all of the laws, rules, regulations, statutes, ordinances and requirements of all governmental authorities, pertaining to the use of the PREMISES.

12. **BREACH AND TERMINATION**: In the event the LESSEE breaches this Lease Agreement in any material respect, LESSOR may terminate this Lease Agreement by serving written notice upon LESSEE of its intention to terminate this Lease Agreement at the end of the succeeding calendar year if LESSEE, during the intervening period (December 31st of the year following the year in which the breach occurred) does not fully correct its breach and mend its obligation hereunder.

13. **INSPECTION AND ENTRY BY LESSOR**: LESSEE shall permit LESSOR or LESSOR'S agents to enter into and upon the PREMISES at reasonable times during business hours for the purpose of inspecting the PREMISES.

14. **TRADE FIXTURES**: LESSEE may install upon the PREMISES trade fixtures to be used by them in the conduct of their business upon the PREMISES, and such trade fixtures shall at all times remain the property of LESSEE.

15. **OPERATION OF HISTORY CENTER**: LESSEE agrees to have the History Center open to the public at least five (5) hours per day for 150 days during each calendar year within the term of this Lease.

16. **NOTICES**: All notices to be given by LESSEE to LESSOR shall be made by sending by registered mail, postage prepaid, addressed to LESSOR at:

   Mariposa County  
   Post Office Box 189  
   Mariposa, California 95338
All notices to be given by LESSOR to LESSEE shall be given by sending the same by registered mail, postage prepaid, addressed to LESSEE as follows:

Mariposa County Historical Society
Post Office Box 606
Mariposa, California 95338

17. MODIFICATION OF AGREEMENT: Notwithstanding any of the provisions of this LEASE AGREEMENT, this writing contains the entire agreement between the PARTIES hereto, and there are no other agreements or understandings written or oral. This LEASE AGREEMENT may not be changed or modified except in writing and signed by the PARTIES hereto.

18. WAIVER OF TERMS: No waiver of term, condition, or covenant of this LEASE AGREEMENT by either PARTY shall be deemed as a waiver of any other item, condition, or covenant herein contained, nor of the strict and prompt performance thereof.

19. INTERPRETATION: This Lease Agreement shall be interpreted pursuant to the laws of the State of California.

LESSOR: MARIPOSA COUNTY

DOUG BALMAIN, Chairman
Mariposa County Board of Supervisors

ATTEST:

MARGIE WILLIAMS, Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN, County Counsel

LESSEE: MARIPOSA COUNTY HISTORICAL SOCIETY

By: President

By: Corporate Sec.

Date: 4-19-2001

Date: 4-19-2001
EXHIBIT A

A.P.N. 013-240-023

BASIS OF BEARINGS

The Meridian of this survey is based upon monuments found per Record of Survey Map, Page 1709, Mariposa County Records.

Job No. 06/12/01
County of Mariposa
Department of Public Works
History Center Building Location