MARIPOSA COUNTY RESOLUTION NO. 84-320

GRANTING THE CHAIRMAN OF THE BOARD OF SUPERVISORS
THE AUTHORITY TO SIGN AN AGREEMENT
WITH THE ESTATE OF JOHN LEONARD

WHEREAS, the Estate of John Leonard has presented a
request for an Agreement by and between the County of Mariposa
and the Estate of John Leonard, pursuant to the attached document
marked Exhibit "A" and by this reference incorporated herein.

NOW, THEREFORE, the Chairman of the Board of Supervisors
of Mariposa is hereby granted the authority to sign the Agreement
with the Estate of John Leonard after it is appropriately
executed by the Estate of John Leonard.

PASSED AND ADOPTED this 23rd day of October, 1984 by
the Board of Supervisors of Mariposa County by the following vote:

AYES: BARRICK, ERICKSON, MOFFITT, TABER
NOES: NONE
ABSENT: DALTON
ABSTAINED: NONE

[Signature]
EUGENE R. DALTON, JR., Vice-Chairman
Board of Supervisors

ATTEST:

[Signature]
GERALD MC CARTHY, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
JEFFREY G. GREEN, County Counsel
AGREEMENT

This AGREEMENT is entered into on the date or
dates last below written by and between the County of Mariposa,
a political subdivision of the State of California, hereinafter
referred to as "COUNTY", and the Estate of John Leonard, by
and through the personal representative of the Estate, Aldon
Appling, hereinafter referred to as "PROPERTY OWNER".

WITNESSETH:

WHEREAS, COUNTY, with the permission of PROPERTY
OWNER, constructed an earthen dam (dam) and thereby created
a pond on real property described as Mariposa County APN No.
17-210-49, and

WHEREAS the dam and pond was constructed to
provide COUNTY with water for use on the Usona Road con-
struction job, and

WHEREAS, COUNTY has completed the Usona Road con-
struction job, and

WHEREAS, property owner desires to have the dam
and pond left in tact by COUNTY.

NOW, THEREFORE, in consideration of the mutual
covenants and conditions hereinafter contained, the parties
hereto agree as follow:

1. COUNTY will not remove the dam located on APN
17-210-49, and will leave the dam and the pond created
thereby in place.

2. PROPERTY OWNER, in consideration of COUNTY
leaving the dam and pond in place, hereby agrees to, and
shall, hold COUNTY harmless for any damage or damages which
may result from the construction of the dam and/or ponding
area by County.

3. PROPERTY OWNER shall defend COUNTY in the
event a suit is filed against COUNTY and/or COUNTY and PROPERTY
OWNER as a result of the allegations of any individual or
entity which claim damages as a result of the construction
of the dam and/or pond, and PROPERTY OWNER shall further
indemnify COUNTY and pay any damages which may be assessed
against COUNTY by a court of competent jurisdiction, as a

-1-

EXHIBIT A
result of COUNTY'S construction of the dam and/or ponding area.

4. PROPERTY OWNER hereby releases COUNTY from any and all liability from date of construction of the dam and/or pond by COUNTY, for all time, in the event any damages are caused to PROPERTY OWNER as a result of COUNTY'S construction of the dam and/or pond.

5. The terms and condition of this AGREEMENT shall be binding upon PROPERTY OWNER'S successors in interest.

6. In the event of a default hereunder by PROPERTY OWNER, COUNTY shall be entitled to attorney's fees and cost of litigation from PROPERTY OWNER.

7. This AGREEMENT shall be construed pursuant to the laws of the State of California.

8. Upon execution of this AGREEMENT, Aldon Appling shall provide to COUNTY, documentation to the satisfaction of COUNTY, that Aldon Appling has the authority to execute this document for and on behalf of the Estate of John Leonard.

NOTARY:

ESTATE OF JOHN LEONARD:

By: Aldon Appling, Personal Representative

Date: 11-9-84

COUNTY OF MARIPOSA:

By: Eugene R. Dalton, Jr., Vice-Chairman Board of Supervisors

Date: 11-20-84

ATTEST:

GERALD MC CARTHY, County Clerk and Ex Oficio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFERY G. GREEN, County Counsel