MARIPOSA COUNTY RESOLUTION NO. 82-162

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:

Lease agreement with Philip Osborn for property located in Bear Valley to be used by Bear Valley Volunteer Fire Department for storage and firetruck.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 3rd day of August 1982, by the following vote:

AYES: Barrick, Dalton, Erickson, Moffitt, Taber
NOES: None
ABSENT: None
ABSTAINED: None

WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER,
County Counsel
LEASE AGREEMENT

THIS AGREEMENT is made this 3rd day of August, 1982 by
and between the COUNTY OF MARIPOSA, hereinafter referred to as
"COUNTY", and PHILIP OSBORN, hereinafter referred to as "LESSOR".

WITNESSETH

WHEREAS, the COUNTY desires to provide housing and access
for a vehicle to be used as a fire truck by the Bear Valley Vol-
unteer Fire Department; and

WHEREAS, LESSOR desires to lease to the COUNTY a building
and access easement on his real property for the major purpose of
providing a facility for the storage and use of a firetruck while
protecting LESSOR from liability in the use thereof; and

WHEREAS, COUNTY finds that it is in the public interest of
the citizens of Mariposa County to lease facilities from LESSOR
for the use of the Bear Valley Volunteer Fire Department;

NOW THEREFORE, in consideration of their mutual covenants
and conditions, the parties hereto agree as follows:

1. LESSOR agrees to lease to COUNTY the building and access
easement described in Exhibit A, attached hereto and incorporated
herein by reference, for use by COUNTY and by the Bear Valley Vol-
unteer Fire Department for storage and use of a firetruck.

2. COUNTY agrees to pay to LESSOR one dollar ($1.00) per
year for each year the lease is in effect.

3. COUNTY agrees to indemnify and hold harmless LESSOR for
all personal injury, death, and property damaged resulting from
the acts or omissions of employees or officers of COUNTY or the
Bear Valley Volunteer Fire Department while acting within the
scope of their official duties on the subject premises.
4. COUNTY agrees that LESSOR may enter and use the building and access easement described herein during the period of this lease so long as the COUNTY'S use and enjoyment of the leased premises are not interfered with.

5. This agreement may be terminated by either party upon seven (7) days advance notice in writing to the other party.

6. This agreement shall be for a period of one (1) year from the date executed by the Board of Supervisors of COUNTY and shall automatically be renewed unless notice of cancellation is tendered in writing by either party.

7. This document represents the entire agreement between the parties and supercedes all other agreements on this subject, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as above written.

COUNTY OF MARIPOSA

Date: ____________________________

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

ATTEST:

ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

RICHARD K. DENHALTER, County Counsel

LESSOR:

Date: ____________________________

PHILIP OSBORN
EXHIBIT A

1. THE "BUILDING" shall consist of a vehicle stall, labeled "fire engine stall" on the attached diagram provided by lessor, opening approximately northwest and which is part of a larger structure combining storage and animal stalls located in the eastern portion of Parcel D near the intersection with the westernmost corner of Parcel A as shown on Parcel Map located at Book 6, Page 37 of Parcel Maps Volume 171, Page 391. The easternmost wall of said structure lies approximately 48 feet west of the easternmost boundary of said Parcel D. The "fire engine stall" is an open stall approximately 14 feet by 24 feet, located in the northwest corner of said combination structure.

2. THE "EASEMENT" shall consist of a gravel driveway approximately 20 feet in width which begins at an unlocked gate located on the easternmost boundary of Parcel D, described above, where it intersects with the western corner of Parcel A on said Parcel Map, and said driveway runs in a southwesterly direction approximately 78 feet parallel to an existing fenceline. The "easement" then proceeds in a southwesterly direction some 30 feet to the entrance to the vehicle stall described above.

THESE DESCRIPTIONS are approximations prepared from diagrams and measurements supplied by lessor.

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