MARIPOSA COUNTY RESOLUTION NO. 81-94

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 Mariposa Lodge No. 24, F & AM

Temple Assoc. for the Nutrition Site

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 12th day of May 1981, by the following vote:

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

WILLIAM H. MOFFITT, Chairman
Marpiposa 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
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Mariposa County Board of Supervisors

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APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

RICHARD K. DENHALTER,
County Counsel
LEASE

By this lease, entered into this _12th_ day of _May___, 1981, between Mariposa Lodge No. 24, F & A M Temple Association, a corporation hereinafter called Lessor, and the County of Mariposa, a political subdivision of the State of California, hereinafter called the Lessee, Lessor lets and demises to Lessee and Lessee hires from Lessor, that certain premises known as the lower floor, of Masonic Hall on the north side of Sixth Street between Charles Street and Bullion Street in the town of Mariposa, County of Mariposa, State of California, for a term of one year, commencing on the first day of June, 1981 and continuing through the 31st day of May, 1982, at a total rental of five thousand two hundred eighty dollars ($5280.00) per annum, which Lessee agrees to pay to Lessor at such place as Lessor may from time to time designate, in installments of one thousand three hundred twenty dollars ($1320.00) the first day of June 1981, the first day of September 1981, the first day of December 1981, and the first day of March 1982.

Further, it is mutually agreed between the parties as follows:

1. The premises are to be used by Lessee as a banquet hall or a social meeting hall, and Lessee shall not use or permit the use of, the premises, or any part thereof, for any other purpose or purposes, without the written consent of the Lessor.

2. Lessor reserves the right to use the premises as a banquet hall or social meeting hall each and all Saturdays during the term of the lease, and on certain Sundays to be specified by thirty (30) days advance notice to the Lessee. Special uses of the premises by either party may be permitted by a mutual agreement of the parties.
3. Lessee shall have exclusive use of the 6' x 12' more or less, office space at the South West corner of the said premises.

4. Lessee agrees to pay utility bills for the premises.

5. Lessee agrees to provide janitorial and cleanup services upon the premises each and every Friday, and Lessor agrees to provide cleanup services after any use attributable to the Lessor.

6. All notices to be given to the Lessee may be given in writing personally or deposited in the same U. S. postage prepaid and addressed to the Lessee c/o The Clerk of the Board of Supervisors, at P.O. Box 784, Mariposa, California 95333.

7. It is mutually agreed by the parties hereto that:

   (a) alcoholic beverages shall be prohibited and not allowed upon the premises and,

   (b) gambling shall be prohibited and not allowed upon the premises.

8. If Lessee holds possession of the premises after the term of this lease, Lessee shall become a tenant from month to month under the provisions herein provided, but at a monthly rental of four hundred forty dollars ($440.00) per month, payable in advance on the first (1st) day of each month, and such tenancy shall continue until terminated by Lessor, or until Lessee shall have given to Lessor a written notice, at least thirty (30) days prior to the intended date of termination, of intent to terminate such tenancy.

9. Lessor grants Lessee an option to renew this lease for a period of one (1) year after the expiration of its original term, on the same terms as this lease. Lessee shall give Lessor written notice of his intention to renew at least thirty (30) days prior to the expiration of this lease.
10. Lessor grants Lessee an option to renew this lease for a period of one (1) year thereafter, on the same terms as the said lease, except that the rental will be for the future determination. Lessee shall give Lessor written notice of his intention to renew at least thirty (30) days prior to the expiration of said lease.

DATED: May 12, 1981

MARIPOSA LODGE NO. 24, F & A M
TEMPLE ASSOCIATION

PRESIDENT

SECRETARY

COUNTY OF MARIPOSA

WILLIAM H. HOFFITT, 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
5/6/81