BOARD OF SUPERVISORS - COUNTY OF MARIPOSA
RESOLUTION NO. 73-105

BE IT RESOLVED that the Chairman of the Board of
Supervisors, Tom R. Richardson, is hereby authorized to execute
Lease Agreement by and between the 35-A District Agricultural
Association and Mariposa County Board of Supervisors and John
Anderson, Farm Advisor of Mariposa County to provide office
space, meeting space and barn area for 4-H Spring Show, for the
Farm Advisor's use during July 1, 1973 thru June 30, 1974.

PASSED AND ADOPTED this 9th day of October, 1973 by
the following vote:

AYES: Davis, Hurlbert, Long, Moffitt, Richardson
NOES: None
ABSENT: None
NOT VOTING: None

[Signature]
Chairman of the Board

[Signature]
Ellen P. Ritter, County Clerk
and ex-officio Clerk of the
Board of Supervisors
LEASE AGREEMENT

THIS LEASE AGREEMENT made this 4th day of June, 1973, by and between the
Hariposa, California, by and between the
District Agricultural Association, a State institution, hereinafter called the LESSOR, and
Hariposa County Board of
Supervisors and John
Anderson as Farm Advisor
of Hariposa County
hereinafter called the LESSEE.

WITNESSETH

That the LESSOR, in consideration of the payment of the rent hereinafter specified to be paid by the LESSEE and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE and LESSEE herein that certain property in the City of Hariposa, County of Hariposa, State of California, described as:

Section 73 in Administration Building as per plan dated Jan. 1968, an approximate 48 x 60 space in room 61 for the secretary, occasional meetings in room 64, plus barn area for 4-h Spring Show.

Occasional meetings as needed subject to the prior approval of the SecretaryManager of the Association.


for the term of one year commencing on the 1st day of July 1973, and ending on the 30th day of June 1974, with the right of termination as hereinafter set forth, at the rental of $500 payable to the LESSEE from the LESSEE, in payment for the first and last month's rental under this lease. All rental payments shall be delivered to the office of the District Agricultural Association at Hariposa, California, on or before the 1st day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereabove provided, and in addition thereto, no pay, charges for:


accruing or payable in connection with said premises during the term of this lease, and to permit LESSOR or its agents to enter said premises at any reasonable time to inspect the same.

2nd: To occupy the premises leased hereunder for the following purposes only:

University of California Agricultural Extension Service

3rd: Not to commit, suffer or permit any waste or damage on said premises or any acts to be done therein in violation of any laws of ordinance, and not to use or permit the use of said premises for any illegal or immoral purposes.

4th: This lease shall be subject to termination by either party at any time during the term herein by giving the other party notice in writing at least 20 days next prior to the date when such termination shall become effective. In the event of such termination any unearned rental paid by LESSEE shall be returned to LESSEE.
To the LESSEE at P.O. Box 246; Mariposa, California 95338

and to the LESSOR at P.O. Box 187; Mariposa, California 95338

The address to which the notice shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

Not to assign or sublet this lease and not to make or suffer any alteration to be made in or on said premises, without the written consent of the LESSOR.

To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

To pay LESSOR all costs and expenses, including attorney's fees in a reasonable sum, in any action brought by LESSOR to recover any rent and/or other charges due and unpaid hereunder, or for the breach of any of the covenants or agreements contained in this lease, or to recover possession of said premises, when such action progresses to judgment.

If any rent and/or other charges shall be due and unpaid, or if default shall be made in any of the covenants or agreements on the part of the LESSEE contained in this lease, LESSOR may, at his option, at any time after such default or breach, and without any demand or notice to LESSEE or to any other person of any kind whatsoever, re-enter and take possession of said premises and remove all persons and property therefrom.

At the expiration of said term, or any sooner termination of this lease, to quit and surrender possession of said premises, and its appurtenances, to LESSOR in as good order and condition as the premises were delivered, as the undamaged LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

Should the LESSEE hold over after the expiration of the term of this lease with the consent of the LESSOR, express or implied, said tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all of the terms and conditions of this lease so far as applicable.

LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. Obligation of Lessee. The Lessee of a building intended for the occupation of human beings must, in the absence of an in unreasonableness, every such as are mentioned in section eighteen hundred twenty-nine."

LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. Obligations of Lessors. The Lessor of a building intended for the occupation of human beings shall not, in the absence of in unreasonableness, every such as are mentioned in section eighteen hundred twenty-nine."

LESSEE is not required to keep hereinbefore described property insured against fire, and LESSEE will make no claim of any nature against LESSOR by reason of any damage to the business or property of LESSEE in the event said premises are damaged or destroyed by fire or other cause.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year in this lease first above written.

35-A DISTRICT AGRICULTURAL ASSOCIATION

By

Secretary-Manager

Chairman, Board of Supervisors

By

FARM ADVISOR

Title

Title

Title

Title

Title

Title

Lessee does further expressly agree to indemnify and save the Association, its officers, agents and employees, harmless from any and all claims for loss, damage, injury or liability of whatsoever nature and however the same may be caused or may arise resulting directly or indirectly from the exercise of this lease or the occupation of the premises herein permitted to be used or the premises of the Association to which the lessee, its agents, employees, or lessees may have access by reason of this lease.

22 Dec 1950