



# MARIPOSA COUNTY

County Counsel • (209) 966-3222



## RESOLUTION - ACTION REQUESTED 2013-290

MEETING: July 9, 2013

**MINUTE ORDER ATTACHED**

TO: The Board of Supervisors

FROM: Steve Dahlem, County Counsel

RE: Resolution of Intention to Lease Real Property

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### RECOMMENDATION AND JUSTIFICATION:

Adopt Resolution declaring the Board of Supervisors intent to lease real property (approximately 153 acres) located in the Hornitos area. On June 4, 2013, the Board directed County Counsel to proceed with the process of leasing APN 011-190-011 for cattle grazing. Pursuant to this Resolution, County Counsel will publicize the solicitation of bids. The property will be leased to the highest bidder at a public meeting to be held on August 20, 2013. The bid price has been set based on the estimated lease values provided by the County Agricultural Commissioner/Sealer. It is recommended that the maximum term be set at five years and that the Lessee pay the associated costs to lease the property. Sealed proposals will be accepted until noon on Friday, August 16, 2013.

### BACKGROUND AND HISTORY OF BOARD ACTIONS:

The County received two separate requests from individuals regarding leasing a portion of APN 011-190-011 located in the Hornitos area for grazing cattle. Following these two requests, County Counsel requested input from Public Works as to the County's possible need to lease and/or retain this property. Public Works responded to County Counsel that the parcel has no improvements or foreseeable future use by the County.

On June 4, 2013, the Board directed County Counsel to proceed with publicizing a grazing lease.

### ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

### FINANCIAL IMPACT:

Publication costs w/ recuperation of costs built into Resolution

### ATTACHMENTS:

HORNITOS RES OF INTENT-2013 (DOC)

Exhibit A (PDF)

# Resolution - Action Requested 2013-290

**Hornitos-Graz lse (DOC)**

**CAO RECOMMENDATION**

Requested Action Recommended

  
Rick Benson, County Administrator/Office

**RESULT: ADOPTED AS AMENDED [UNANIMOUS]**

**MOVER:** Janet Bibby, District III Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Stetson, Jones, Bibby, Cann, Carrier



# COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222


LEE STETSON, CHAIR  
KEVIN CANN, VICE-CHAIR  
JANET BIBBY  
MERLIN JONES  
JOHN CARRIER

DISTRICT I  
DISTRICT IV  
DISTRICT III  
DISTRICT II  
DISTRICT V



## MARIPOSA COUNTY BOARD OF SUPERVISORS

### MINUTE ORDER

TO: STEVE DAHLEM, County Counsel  
FROM: RENE' LaROCHE, Clerk of the Board   
SUBJECT: **Resolution of Intention to Lease Real Property**  
RES. 13-290

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA  
ADOPTED THIS Order on July 9, 2013  
ACTION AND VOTE:

**2. County Counsel RES-2013-290**

**Adopt a Resolution Declaring the Board of Supervisors Intention to Lease Grazing Property Located in the Hornitos Area**

Steven W. Dahlem gave the staff presentation, noting that there is a correction to page 149, paragraph 6, which should read "a minimum bid" and not "a maximum bid."

Supervisor Bibby required clarification that the Lessors will be responsible for fencing, water and insurance. Supervisor Jones required clarification of language in the second item reading "cattle grazing; and". County Counsel responded to both concerns.

Supervisor Bibby inquired if this had to be limited to cattle grazing, and noted that she would like to see it amended to livestock grazing.

No public comment.

Supervisor Bibby moved to approve the item, modified to read "livestock grazing" rather than "cattle grazing," as well as the correction changing "maximum bid" to "minimum bid."

**RESULT: ADOPTED AS AMENDED [UNANIMOUS]**

**MOVER:** Janet Bibby, District III Supervisor

**SECONDER:** Merlin Jones, District II Supervisor

**AYES:** Stetson, Jones, Bibby, Cann, Carrier

Cc: County Counsel  
File

**MARIPOSA COUNTY RESOLUTION NO. 2013-290**  
**RESOLUTION OF INTENTION TO LEASE REAL PROPERTY**

WHEREAS, the County of Mariposa is the owner of certain real property described as Assessor's Parcel Number 011-190-011 in the Hornitos area consisting of approximately 153 acres and more particularly described on the map marked Exhibit "A" attached hereto; and

WHEREAS, the property is useful for livestock grazing; and

WHEREAS, the Public Works Department has confirmed that the property is available for grazing without interfering with County structures or facilities:

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Mariposa County hereby declares its intention to lease the above-described real property for the purpose of livestock grazing.

BE IT FURTHER RESOLVED that the County shall lease the property to the highest bidder at a public meeting of the Board of Supervisors to be held on August 20, 2013 at the County Government Center in Mariposa County, at which time sealed proposals to lease the property will be received and considered.

BE IT FURTHER RESOLVED that the minimum bid amount shall be the sum of ONE THOUSAND FIVE HUNDRED THIRTY DOLLARS AND 00/100 (\$1,530.00) per year plus the cost of publication not to exceed FIVE HUNDRED DOLLARS (\$500.00).


BE IT FURTHER RESOLVED that any party interested in bidding on the lease of the above property shall provide a sealed proposal to the Board of Supervisors to be received by the Clerk of the Board of Supervisors no later than noon on August 16, 2013.

BE IT FURTHER RESOLVED that any lease of the property will include a hold harmless indemnity clause and insurance sufficient to protect County. The lease form is attached hereto and marked Exhibit "B" to the Resolution.

BE IT FURTHER RESOLVED that a notice of adoption of this Resolution shall be posted in three public places in the County not less than fifteen (15) days before the day of the meeting wherein sealed bids will be opened and, further, a notice, together with a copy of this Resolution, shall be published in a newspaper of general circulation in the County for one time each week for a period of three (3) weeks prior to the meeting wherein the proposals will be opened pursuant to Government Code Section 6063.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 9<sup>th</sup> day of July, 2013 by the following vote:

AYES: Stetson, Jones, Bibby, Cann, Carrier  
NOES: None  
ABSENT: None  
ABSTAINED: None

  
\_\_\_\_\_  
LEE STETSON, Chairman  
Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
RENE LAROCHE, Clerk of the Board

APPROVED AS TO FORM:

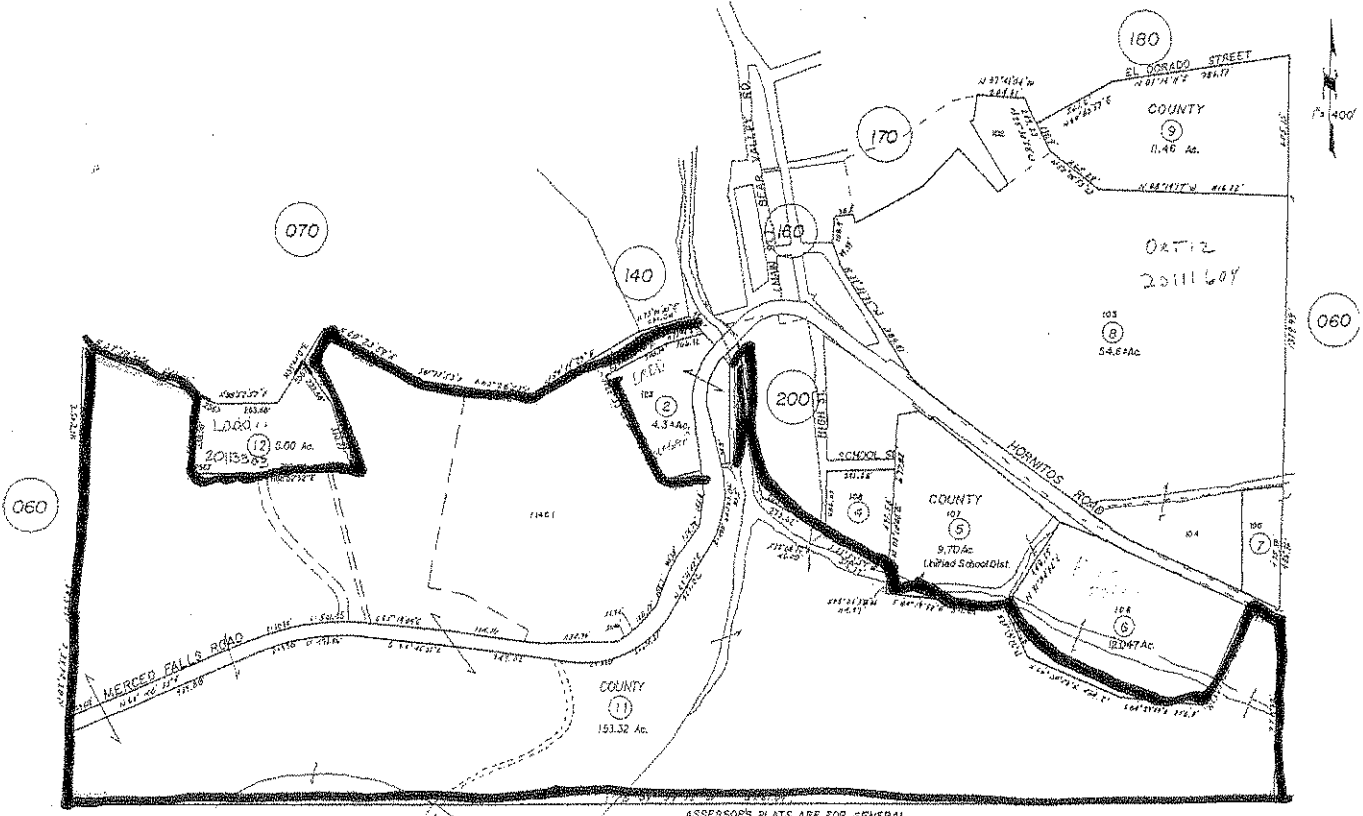
  
\_\_\_\_\_  
STEVEN W. DAHLEM, County Counsel

# EXHIBIT A

PORTION TOWN OF HORNIOS

Tax Area Code  
51011

11-190



- R.S. 214
- R.S. 257
- 215
- 217
- 1494
- 1923
- 2030

ASSESSOR'S PLATS ARE FOR GENERAL PROPERTY LOCATION AND TAX PURPOSES ONLY. THEY MAY NOT BE USED AS A BASIS FOR LEGAL PROPERTY DESCRIPTIONS.

NOTE - Assessor's Parcel Numbers Shown in Small Circles.

Assessor's Map Bk 11 - Pg. 190

County of Mariposa, Calif.

2000

EXHIBIT A

## LEASE AGREEMENT

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_ day of August, 2013 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**LESSOR**", and \_\_\_\_\_, hereinafter referred to as "**LESSEE**".

### WITNESSETH:

#### **I. DESCRIPTION OF PREMISES**

**LESSOR** leases to **LESSEE**, and **LESSEE** hires from **LESSOR**, as herein provided, that certain real property described as follows (hereinafter "**PREMISES**"):

Assessor's Parcel Number 011-190-011 in the Hornitos area and as more particularly described in Exhibit "A" attached hereto.

#### **II. TERM**

The term of this **LEASE AGREEMENT** is five (5) years beginning the 1st day of January 2014 and ending the 31<sup>st</sup> day of December 2019.

#### **III. CONSIDERATION**

The consideration for this **LEASE AGREEMENT** shall be ONE THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$1,530) per year to be paid on or before January 1st of each year.

#### **IV. USE OF PREMISES**

The **PREMISES** are leased to be solely used for grazing purposes, and **LESSEE** agrees to restrict use to such purpose and not to permit the use of the **PREMISES** for any other purpose without first obtaining the consent in writing of **LESSOR**.

#### **V. NO WASTE, NUISANCE, OR UNLAWFUL USE**

**LESSEE** shall not commit or allow to be committed any waste on the premises, or nuisance, nor shall he use or allow to be used the **PREMISES** for an unlawful purpose.

## VI. POSSESSORY INTEREST

**LESSEE** recognizes and understands that to the extent this Lease may or may not create a possessory interest subject to property taxation that the **LESSEE** is solely responsible for the payment of any taxes levied or assessed on the Leased **PREMISES**. **LESSOR** expresses no opinion on the taxable affect of this Lease.

## VII NON-LIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND SAVE HARMLESS CLAUSE

**LESSEE** agrees to indemnify, protect, defend and hold **LESSOR**, its officers, agents and employees, free and harmless from any and all liabilities, claims, demands, actions, losses, damages and costs of any kind, including, but not limited to, all costs of defense thereof, caused by, arising out of, or in any way related to **LESSEE'S** use or the use of any guests, invitees or agents of **LESSEE** of the **PREMISES**. Upon demand **LESSEE** shall, at its own expense, defend **LESSOR**, and its officers, agents and employees, against any and all such liabilities, actions, losses, damages and costs, claims, demands, actions, losses, damages, and costs of any type or nature.

## VIII. INSURANCE

**LESSEE** will certify that the following insurance coverages are in effect as of to the commencement of this Lease and any right of occupancy of the **PREMISES** and shall maintain coverage in full force and in effect until the termination of this Lease Agreement:

A. **General Liability and Bodily Insurance:** **LESSEE** shall obtain and keep in full force and effect, a general liability policy of at least Five Hundred Thousand Dollars (\$500,000) combined limit for bodily injury and property damage, provided that the **LESSOR**, its officers, employees and agents are to be named additional insureds under the policy, and that the policy shall stipulate that this insurance will operate as primary insurance, and that no other insurance effected by **LESSOR** or other named insureds will be called on to cover a loss covered thereunder.

B. **Certificate of Insurance:** All policies of insurance required above shall be written by a qualified insurance company rated 'A' or better by the Best's Insurance Rating Guide and be authorized to do business by the State of California and shall be in a form approved by **LESSOR**. **LESSEE** shall file with the **LESSOR** a certificate of insurance evidencing coverage as set forth above. **LESSEE** is required to mail a certificate of insurance, signed by an authorized representative of the issuing company,

annually, to the County of Mariposa, Risk Manager, at P.O. Box 784, Mariposa, CA 95338. The following information must be included on each certificate of insurance or the coverage shall be considered incomplete:

- (1) A statement that the County of Mariposa is a named insured under each policy or policies;
- (2) All required dollar limits of insurance coverages shall be correctly stated;
- (3) A provision that written notice of cancellation or any material change in coverage shall be delivered to **LESSOR** at least 30 days in advance of the effective date of the material change or cancellation, and that no cancellation, alteration or change of beneficiary or beneficiaries shall be made without written notice to **LESSOR**.

**IX. PROHIBITION AGAINST ASSIGNMENT OR SUBLEASE OF THE PREMISES**

**LESSEE** agrees not to assign or sublease the **PREMISES**, or any part thereof, without first obtaining **LESSOR'S** written consent, or to allow any other persons, except **LESSEE'S** agents or employees, to occupy the **PREMISES** or any part thereof, without first obtaining **LESSOR'S** written consent.

**IN WITNESS WHEREOF**, the **PARTIES** hereto have executed this **LEASE AGREEMENT** on the day and year first above-written.

**LESSOR:**

**LESSEE:**

\_\_\_\_\_  
LEE STETSON, Chair  
Mariposa County Board of Supervisors

\_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
RENE LAROCHE  
Clerk of the Board

\_\_\_\_\_  
STEVEN W. DAHLEM  
County Counsel