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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:

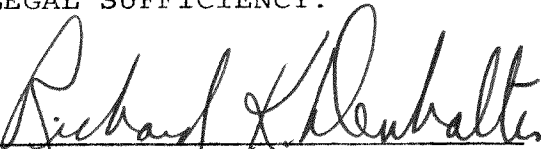
AYES: Barrick, Dalton, Erickson, Moffitt, Taber
NOES: None
ABSENT: None
ABSTAINED: None


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

1 L E A S E A G R E E M E N T

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

5 W I T N E S S E T H

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

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

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

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

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

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

24 3. COUNTY agrees to indemnify and hold harmless LESSOR for
25 all personal injury, death, and property damaged resulting from
26 the acts or omissions of employees or officers of COUNTY or the
27 Bear Valley Volunteer Fire Department while acting within the
28 scope of their official duties on the subject premises.

1 4. COUNTY agrees that LESSOR may enter and use the building
2 and access easement described herein during the period of this
3 lease so long as the COUNTY'S use and enjoyment of the leased
4 premises are not interfered with.

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

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

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

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

COUNTY OF MARIPOSA

16
17 Date: _____

WILLIAM H. MOFFITT, Chairman
Board of Supervisors

18
19 ATTEST:

20
21 ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

22 APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

23 Richard K. Denhalter
24 RICHARD K. DENHALTER, County Counsel

25 LESSOR:

26 Date: _____

27 PHILIP OSBORN
28

EXHIBIT A

1
2 1. THE "BUILDING" shall consist of a vehicle stall, labeled
3 "fire engine stall" on the attached diagram 1 provided by lessor,
4 opening approximately northwest and which is part of a larger
5 structure combining storage and animal stalls located in the east-
6 ern portion of Parcel D near the intersection with the westernmost
7 corner of Parcel A as shown on Parcel Map located at Book 6, Page
8 37 of Parcel Maps Volume 171, Page 391. The easternmost wall of
9 said structure lies approximately 48 feet west of the easternmost
10 boundary of said Parcel D. The "fire engine stall" is an open
11 stall approximately 14 feet by 24 feet, located in the northwest
12 corner of said combination structure.

13 2. THE "EASEMENT" shall consist of a gravel driveway approxi-
14 mately 20 feet in width which begins at an unlocked gate located
15 on the easternmost boundary of Parcel D, described above, where it
16 intersects with the western corner of Parcel A on said Parcel Map,
17 and said driveway runs in a southwesterly direction approximately
18 78 feet parallel to an existing fenceline. The "easement" then
19 proceeds in a southwesterly direction some 30 feet to the entrance
20 to the vehicle stall described above.

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

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Driveway

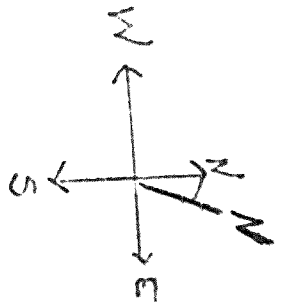
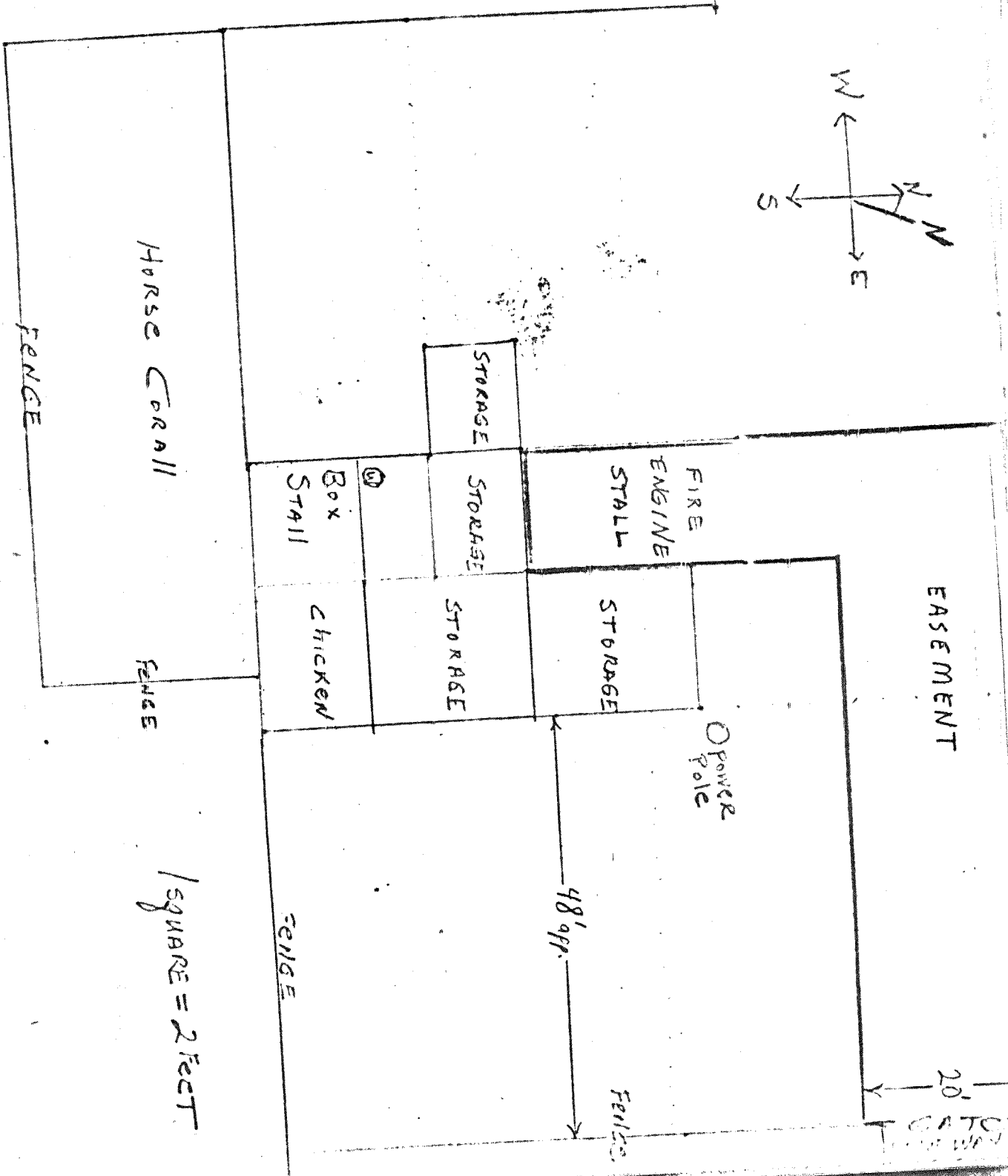


DIAGRAM 1



EASEMENT

20' DISTANCE

Power Pole

48' app.

Fence

1 SQUARE = 2 FEET

Horse Corral

Fence

Fence

Fence

FIRE ENGINE STALL

STORAGE

STORAGE

STORAGE

STORAGE

Box Stall

CHICKEN

(D)