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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



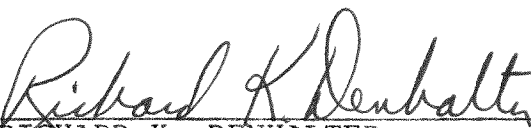
WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:



ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



RICHARD K. DENHALTER,
County Counsel

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WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:


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APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


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L E A S E

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.

1 3. Lessee shall have exclusive use of the 6' x 12' more or
2 less, office space at the South West corner of the said premises.

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

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

7 6. All notices to be given to the Lessee may be given in
8 writing personally or deposited in the same U. S. postage prepaid
9 and addressed to the Lessee c/o The Clerk of the Board of Super-
10 visors, at P.O. Box 784, Mariposa, California 95338.

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

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

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

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

24 9. Lessor grants Lessee an option to renew this lease for a
25 period of one (1) year after the expiration of its original term,
26 on the same terms as this lease. Lessee shall give Lessor written
27 notice of his intention to renew at least thirty (30) days prior
28 to the expiration of this lease.

1 10. Lessor grants Lessee an option to renew this lease for a
2 period of one (1) year thereafter, on the same terms as the said
3 lease, except that the rental will be for the future determination
4 Lessee shall give Lessor written notice of his intention to renew
5 at least thirty (30) days prior to the expiration of said lease.
6

7 DATED: May 12, 1981

8
9 MARIPOSA LODGE NO. 24, F & A M
10 TEMPLE ASSOCIATION

11 PRESIDENT *[Signature]*

12
13 SECRETARY *[Signature]*

14 COUNTY OF MARIPOSA

15
16 *[Signature]*
17 WILLIAM H. MOFETT, Chairman
Board of Supervisors

18 ATTEST:

19
20 *[Signature]*
21 ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

22 APPROVED AS TO FORM AND
23 LEGAL SUFFICIENCY:

24 *[Signature]*
25 RICHARD K. DENHALTER, County Counsel
5/6/81