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MARIPOSA COUNTY RESOLUTION NO. 81-98

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:

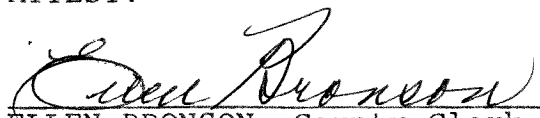
Lease Agreement between Mariposa County
and Clyde Britt

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 19th day of May 1981, by the following vote:


AYES: Taber, Dalton, Erickson, Moffitt
NOES: None
ABSENT: District I (vacant)
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

LEASE AGREEMENT

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THIS AGREEMENT, made and entered into this 19th day of May, 1981, by and between the COUNTY OF MARIPOSA, a political subdivision of the State of California, hereinafter referred to as "LESSOR", and CLYDE E. BRITT, hereinafter referred to as "LESSEE".

W I T N E S S E T H:

I. DESCRIPTION OF PREMISES

LESSOR leases to LESSEE, and LESSEE hires from LESSOR, as herein provided, that property located in the County of Mariposa, State of California, and described as follows:

That unused portion of Charles Street in the town of Mariposa lying directly between the right-of-way of State Highway 140 and the parcel described as follows:

All that portion of Block 34 of the Town of Mariposa, as said Block is delineated on Map of the Town of Mariposa on file in the office of the County Recorder of Mariposa County as Map No. 314, bounded and described as follows:

Beginning at the Southwest corner of Block 34, being the corner formed by the Easterly line of Charles Street and the Northerly line of 3th Street; thence Easterly along the Northerly line of 3th Street 50 feet to the Southwest corner of that parcel of land described in deed, Wright to Holt, recorded July 6, 1973, in Volume 141 of Official Records of Mariposa County as page 499; thence Northerly and parallel with Charles Street along the Southwesterly line of the Holt Parcel 100 feet to a point on the Southerly line of that parcel of land described in Deed, Wright to Bondshu, recorded July 2, 1973, in Volume 141 of Official Records of Mariposa County as page 391, thence Westerly and parallel with 3th Street along the Southerly line of the Bondshu Parcel 50 feet, more or less, to the Easterly line of Charles Street; thence Southerly along the Easterly line of Charles Street, 100 feet, more or less, to the point of beginning.

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1 II. TERM

2 The term of this Lease Agreement is five years beginning
3 the 1st day of June, 1981, and ending the 31st day of May, 1986.

4 III. CONSIDERATION

5 The consideration for this Lease Agreement shall be ONE
6 DOLLAR (\$1.00) per year for a total consideration of FIVE DOLLARS
7 (\$5.00) for the term of this Lease Agreement. LESSEE agrees to
8 pay LESSOR the full consideration upon execution of this Lease
9 Agreement.

10 IV. USE OF PREMISES

11 The premises are leased to be used as a parking lot for
12 LESSEE's proposed business, and LESSEE agrees to restrict the use
13 to such purpose and not to permit the use of the premises for any
14 other purpose without the prior written consent of the LESSOR.
15 LESSEE hereby covenants and agrees that at all times during the
16 term of this lease the number of parking stalls on the premises
17 utilizing the property described herein shall not exceed eight (8)
18 stalls for the entire parking lot area.

19 V. NO WASTE, NUISANCE, OR UNLAWFUL USE

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

23 VI. NON-LIABILITY OF LESSOR FOR DAMAGES; INDEMNITY AND
24 SAVE HARMLESS CLAUSE

25 LESSOR shall not be liable for liability or damage
26 claims for injury to persons, including LESSEE and his agents or
27 employees, or for property damage from any cause related to
28 LESSEE'S occupancy and use of the premises. LESSEE hereby cove-

1 nants and agrees to indemnify LESSOR and hold LESSOR harmless from
2 all liabilities, losses, or other claims or obligations because
3 of, or arising out of, such injury or loss.

4 VII. LESSOR AS ADDITIONAL INSURED PARTY

5 LESSEE agrees to include within his insurance coverage,
6 for liability or damage to persons or property on the premises,
7 the LESSOR as an additional insured party. LESSEE agrees to in-
8 clude LESSOR within such insurance coverage for liability and
9 damage for claims up to and including the amount of THREE HUNDRED
10 THOUSAND DOLLARS (\$300,000.00).

11 VIII. ASSIGNMENT OR SUB-LEASE

12 LESSOR consents to the assignment or sub-lease of the
13 premises or any part thereof, provided all terms, conditions and
14 restrictions contained herein are fully performed and complied
15 with, and all required improvements are fully and promptly per-
16 formed.

17 IX. IMPROVEMENTS

18 LESSEE hereby agrees and covenants to make improvements
19 required by LESSOR at LESSEE'S expense as follows:

- 20 1. The access driveway to the parking lot shall be changed
21 and relocated from the location on Eighth Street to a location
22 on Highway 140 approved by Cal-Trans, the California Highway
23 Patrol, and by LESSOR, and said driveway access shall be
24 widened as so required;
- 25 2. The Eighth Street driveway access shall be eliminated and
26 altered so as to prevent vehicle access to the parking lot
27 from Eighth Street.

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1 LESSEE hereby agrees that all improvements upon the
2 premises made during the term of this Agreement, including but
3 not limited to pavement or graveling, shall become the property of
4 the LESSOR upon the termination of this Agreement.

5 X. TERMINATION

6 Either the LESSEE or LESSOR may terminate this Lease
7 Agreement with ninety days' notice to the other party.

8 IN WITNESS WHEREOF, the parties hereto have executed
9 this Lease Agreement on the 19th day of May, 1981, in the
10 County of Mariposa, State of California


11 LESSEE: Clyde E. Britt

12 
13 Clyde E. Britt

14 LESSOR: County of Mariposa

15 
16 WILLIAM H. MOFFITT, Chairman
17 Board of Supervisors

18 ATTEST:

19 
20 ELLEN BRONSON, County clerk and
21 Ex Officio Clerk of the Board

22 APPROVED AS TO FORM AND
23 LEGAL SUFFICIENCY:

24 
25 RICHARD K. DENHALTER, County Counsel
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