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2 BOARD OF SUPERVISORS - COUNTY OF MARIPOSA

3 RESOLUTION NO. 73-105

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

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

14 AYES: Davis, Hurlbert, Long, Moffitt, Richardson


15 NOES: None

16 ABSENT: None

17 NOT VOTING: None

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Chairman of the Board

21 ATTEST:

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24 Ellen P. Ritter, County Clerk  
25 and ex-officio Clerk of the  
26 Board of Supervisors  
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LEASE AGREEMENT

THIS LEASE AGREEMENT made this 4th day of June, 1973, at Mariposa, California, by and between the 35-A

District Agricultural Association, a State institution, hereinafter called the LESSOR, and Mariposa County Board of Supervisors and John Anderson as Term Advisor of Mariposa 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 hires that certain property in the City of Mariposa, County of Mariposa, State of California, described as:

Room #3 in Administration Building as per plan dated Jan. 1964, an approximate 6' x 6' space in Room #1 for his secretary, occasional meetings in Room #6, plus barn area for 4-8 Spring show.

Occasional meetings as needed subject to the prior approval of the Secretary-Manager 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 total rental of \$600, payable to the LESSOR in lawful money of the United States, in monthly installments of \$ 50, in advance, on 7-3-73

excepting that receipt is hereby acknowledged by the LESSOR of the sum of \$ 1000 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 35-A District Agricultural Association at Mariposa, California, on or before the 1st day of each month.

LESSEE hereby covenants and agrees as follows:

1st: To pay LESSOR said rent as hereinbefore provided, and in addition thereto, to pay, charges for changes done to the property, if any.

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 on said premises or any acts to be done thereon in violation of any laws or 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 hereof by giving the other party notice in writing at least 30 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.

5th: All notices herein provided, given, or which may be given, by either party, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

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 notices 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.

6th: 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.

7th: To keep the premises in good order and condition at his own expense, reasonable wear and tear excepted.

8th: 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.

9th: 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 on 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.

10th: 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 to the undersigned LESSEE, reasonable wear and tear and damage by the elements and other casualties excepted.

11th: 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.

12th: LESSEE specifically waives the provisions of Section 1941 of the Civil Code, which reads as follows:

"1941. Obligations of Lessor. The Lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section, nineteen hundred and twenty-nine."

13th: LESSEE specifically waives the provisions of Section 1942 of the Civil Code, which reads as follows:

"1942. Obligations of Lessee. The Lessee of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, keep the same in a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section, nineteen hundred and twenty-nine."

14th: LESSOR 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

LESSOR

By Rachilde Steiner

Secretary-Manager

TITLE

Mariposa County Board of Supervisors and John Anderson as Farm Advisor

LESSEE

By Tom Richardson

Chairman, Board of Supervisors

TITLE

By John Anderson

Farm Advisor

TITLE

Memo for fair management:

1. Resolution by the Board of Directors must accompany lease agreement to the Fairs and Expositions Division.
2. Department of Finance approval is required on all three copies if the period is for longer than one month.
3. Submit all three copies of the lease agreement if Department of Finance approval is required.
4. Submit only the triplicate yellow copy if Department of Finance approval is not required.
5. Blank spaces should not be left blank. A line should be drawn through blank spaces on this form when the space is not used and initialed by both parties.

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 howsoever 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.

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