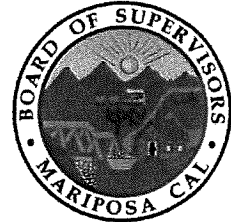




MARIPOSA COUNTY

County Counsel • (209) 966-3222



RESOLUTION - ACTION REQUESTED 2019-689

MEETING: December 10, 2019
TO: The Board of Supervisors
FROM: Steve Dahlem, County Counsel
RE: Approve a Grazing Lease

RECOMMENDATION AND JUSTIFICATION:

Approve a Grazing Lease Agreement with Tim and Bette Erickson for a Five Year Term; and Authorize the Board of Supervisors Chair to Sign the Agreement.

On or about November 11, 1997, the County of Mariposa purchased property from the Erickson's for the use of the Don Pedro Wastewater Treatment Facility. Contained in the deed is a provision that allows the Erickson's first right to graze cattle on the property at no cost to them should the County desire to allow grazing on the property.

Therefore, this lease agreement contains no monetary consideration. However, it does contain indemnity and insurance provisions to safeguard the County.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

FINANCIAL IMPACT:

None

ATTACHMENTS:

Erickson Grazing Lease (PDF)
Grant Deed Agreement-Property Description (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Merlin Jones, District II Supervisor

SECONDER: Marshall Long, District III Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 13 day of November, 2019 by and between the **COUNTY OF MARIPOSA**, hereinafter referred to as "**LESSOR**", and **TIMOTHY AND BETTE ERICKSON**, hereinafter referred to as "**LESSEE**".

WITNESSETH:

I. DESCRIPTION OF PREMISES

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

Assessor's Parcel Numbers 001-260-029 and 001-260-033 in the Don Pedro area and as more particularly described in Exhibit "B" attached hereto.

II. TERM

The term of this **LEASE AGREEMENT** is five (5) years beginning the 1st day of January 2020 and ending the 31st day of December 2025.

III. CONSIDERATION

There shall be no consideration for this **LEASE AGREEMENT** pursuant to the terms contained in the Grant Deed Agreement attached hereto as Exhibit "A".

IV. USE OF PREMISES

The **PREMISES** are leased to be solely used for grazing purposes, and **LESSEE** agrees to restrict the 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 **LESSEE** 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, costs, claims, demands, actions 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 AGREEMENT** 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 189, 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.

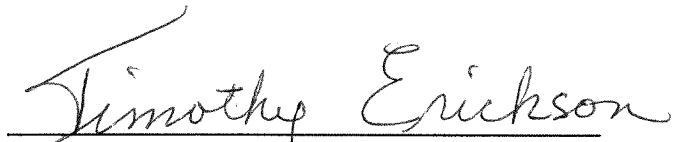
IN WITNESS WHEREOF, the **PARTIES** hereto have executed this **LEASE AGREEMENT** on the day and year first above-written.

LESSOR:

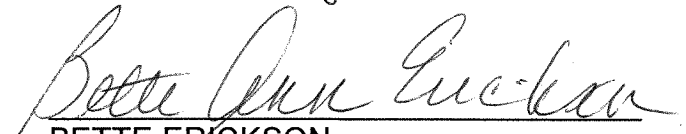


MILES MENETREY, Chair
Mariposa County Board of Supervisors

LESSEE:



TIMOTHY ERICKSON



BETTE ERICKSON

ATTEST:



RENE LAROCHE
Clerk of the Board

APPROVED AS TO FORM:



STEVEN W. DAHLEM
County Counsel

Recording Requested by
MARIPOSA COUNTY TITLE COMPANY

975472

When recorded, mail this deed
and tax statements to:

County of Mariposa
P. O. Box 189
Mariposa, CA 95338

RECORDED AT THE REQUEST OF Mariposa County Title Company	
Nov 30 1997 AT 10:10 AM	
PAGES 3	FEE \$ 0
OFFICIAL RECORDS	GARY ESTEP
MARIPOSA COUNTY RECORDER	

Title Order No. 97573
Escrow No. 97573

GRANT DEED

The undersigned declares that the documentary transfer tax is \$0.00 and is /x/ computed on the full value of the interest or property conveyed or is / / computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale.

The land, tenements or realty is located in unincorporated area.

Date of deed: November 11, 1997

Assessors Parcel Number 001-260-015

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Timothy Paul Erickson and Bette Anne Erickson, husband and wife

hereby GRANT(S) to

The County of Mariposa, a political subdivision

the following described property in the County of Mariposa, State of California:

The Southeast quarter of the Northwest quarter of Section 31, Township 3 South, Range 15 East, M.D.B. & M., Mariposa County, California.

Excepting therefrom all that portion conveyed to Boise Cascade Properties, Inc. recorded October 29, 1967 in Volume 117 of Official Records of Mariposa County at page 22.

EXCEPTING THEREFROM a non-exclusive easement for utilities ten feet in width along the interior boundaries of the property.

Subject to the following condition:

In the event buyer desires to allow grazing on the property at any time in the future, sellers shall have the first right to graze cattle of the property at no cost to sellers.

(Continued on Next Page)

This form prepared by:
MARIPOSA COUNTY TITLE COMPANY
Dated: November 11, 1997
Title Order No. 97573

GRANT DEED CONTINUATION PAGE

Timothy Paul Erickson
Timothy Paul Erickson

Bette Anne Erickson
Bette Anne Erickson

Colorado
State of California }
County of Otero }

On November 18, 1997, before me,
Jean Burkhalter, a Notary Public in and
for said County and State, personally appeared Timothy Paul Erickson
and Bette Anne Erickson, personally known to me, (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires Dec. 15, 1997

Jean Burkhalter
Notary Public

301 WEST AVE., LA JUNTA, CO. 81050

Certificate of Acceptance

This is to certify that the interest real property conveyed by this
GRANT DEED dated November 11, 1997 from Timothy Paul Erickson and
Bette Anne Erickson to the County of Mariposa, a political
subdivision, is hereby accepted by Robert C. Stewart, on behalf of the
Board of Supervisors of Mariposa County pursuant to the authority
conferred by resolution of the Board of Supervisors adopted December
2, 1997 and the grantee hereby consents to the recordation thereof, by
its duly authorized officer.

Date: 12-9-97

Robert C. Stewart

Robert C. Stewart,
Chairman of the Board of Supervisors
County of Mariposa

(Continued on Next Page)

This form prepared by:
MARIPOSA COUNTY TITLE COMPANY
Dated: November 11, 1997
Title Order No. 97573

GRANT DEED CONTINUATION PAGE

State of California }
County of MARIPOSA }

On DECEMBER 9 1997, before me,
NEIL A. STONUM, a Notary Public in and
for said County and State, personally appeared Robert C. Stewart,
personally known to me, (or proved to me on the basis of satisfactory
evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or entity
upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Neil A. Stonum
Notary Public

