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MARIPOSA COUNTY RESOLUTION NO. 82-51

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:

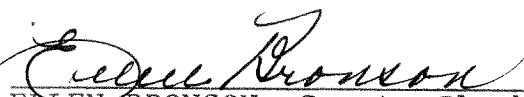
Bailment Agreement between County, National Park Service, and U.S. Department of the Interior for the Pioneer Wagon Train Ride

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 23rd day of March 1982, by the following vote:

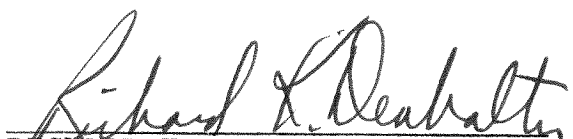
AYES: Taber, Barrick, Dalton, Erickson, Moffitt
NOES: None
ABSENT: None
ABSTAINED: None


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

BAILMENT AGREEMENT

This agreement is by and between the National Park Service, U. S. Department of the Interior, at Yosemite National Park, hereinafter called "Park", and Mariposa County Chamber of Commerce, hereinafter called "Chamber".

The Park agrees to lend a stagecoach to the Chamber on June 11, 1982, under the following terms and conditions:

1. The parties hereto shall inspect the coach at Wawona before and after it is lent as described above.
2. The parties hereto agree that the replacement value of the coach is in the amount of Twelve Thousand Dollars (\$12,000.00).
3. The Chamber will be permitted to draw the coach from Wawona to Mariposa by a team of horses, but at the discretion of the Chamber, may transport the coach by truck or trailer for all or part of the distance.
4. The Chamber will return the coach to the Park on or before June 15, 1982.
5. The Chamber assumes liability for damage to or loss of the coach during the time the coach is in its bailment, and will cause insurance to be maintained to cover any such damage or loss to the coach.
6. The Chamber agrees that repair or replacement of any damage incurred during the said bailment shall be done at the Wagon Shop of the Park, at the expense of the Chamber.
7. If the coach is damaged, or not returned to the Park on or before June 15, 1982, the Chamber will agree to liquidate damages to the Park in the amount of Forty Dollars (\$40.00) per day until the coach is repaired or returned, but not to exceed 33 days.