AGENDA ITEM: Resolution authorizing payment to Mary and Michael Peterson for back lease payments under Agreement 89-035 for the Alleghany Parking Lot located adjacent to Main Street, Alleghany, and discussion and direction to staff regarding the future use of the parking lot.

SUPPORTIVE DOCUMENTS ATTACHED: Memo ☒Resolution ☒Agreement ☒Other

BACKGROUND INFORMATION: Sierra Board of Supervisors authorized approval of a lease agreement in 1989 (89-035) with Joseph and Agnes Mae Sbaffi for use of a strip of land for use as a public parking lot in the community of Alleghany. The lease is $100/year and is renewable in 5 year terms unless Notice of Termination was served. Joseph Sbaffi passed away in 2005, and that same year Sierra County made its last known annual payment (May 1, 2005) according to the Auditor’s records. There is no record of termination or cancellation of this lease and the public use and maintenance of this area has continued since that time. The current owners, Mary (daughter of the Sbaffi’s) and Michael Peterson are seeing to have the lease agreement transferred to them. This request is to authorize the Auditor to pay the past due payments ($1,400) and to provide direction to staff regarding going forward with this lease.

FUNDING SOURCE: COUNTY SERVICE AREA 2
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: $1400 ($100/year 2006 throughh 2019) N/A

ARE ADDITIONAL PERSONNEL REQUIRED?
Yes, -- -- ☐No

IS THIS ITEM ALLOCATED IN THE BUDGET? ☒Yes ☐No

IS A BUDGET TRANSFER REQUIRED? ☐Yes ☒No

BOARD ACTION:
☐Approved
☐Approved as amended
☐Adopted
☐Adopted as amended
☐Denied
☐Other
☐No Action Taken

☐Set public hearing
For: ______________________
☐Direction to: ________________
☐Referred to: ________________
☐Continued to: ________________
☐Authorization given to: ________________

Resolution 2019- _____________
Agreement 2019- _____________
Ordinance _____________
Vote:
Ayes:
Noes:
Abstain:
Absent:
☐By Consensus
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CLERK TO THE BOARD ___________________________ DATE ___________________________
May 6, 2019

To Tim Beal's

I am Mary Peterson, Michael Peterson's wife. We have three lots in Alleghany which was my Parents prior to our ownership (Joseph and Agnes Mae Sbaffi). I have included a copy of the lease agreement with Sierra County and Sbaffi. Mike and I have been trying to get the lease agreement brought up to date for some time. Please contact myself or Mike as soon as you look over the lease. I would like to make sure the lease is transferred over to Mike and my name. For we became the owners after my father passed away in 2005.

Thank you

Mary Peterson

19619 Legacy Lane

Nevada City Ca 95959

(530)265-3354
SIERRA COUNTY AGREEMENT 89-035

LEASE AGREEMENT FOR REAL PROPERTY
PUBLIC PARKING AREA - ALLEGHANY

WITNESSETH

RECITALS:

1) The Sierra County Board of Supervisors by its Resolution No. 89-038 adopted May 3, 1989 attached hereto as Exhibit A and made a part hereof, authorized approval of a lease agreement for establishing a public parking area on Sierra County Assessor Parcels 004-250-032-0 and 004-250-042-0 in Alleghany, California; and

2) California Government Code, Section 54031 and following authorizes local agencies to acquire, by lease, property for parking motor vehicles; and

3) The property being leased by the County of Sierra, Service Area Two, is one of the few existing public parking areas available to serve existing businesses in Alleghany, and therefore the lease agreement is in the public interest; and

4) The proposed lease and use which the property is to be put is in conformity with the adopted General Plan.

NOW, THEREFORE, THIS LEASE AGREEMENT executed as of this 3rd day of May, 1989 between the County of Sierra, County Service Area Two, hereinafter referred to as "COUNTY SERVICE AREA" and Joseph and Agnes Mae Shaffi, hereinafter referred to as "OWNER", the parties hereto mutually agree as follows:

X. DESCRIPTION OF PROPERTY

"OWNER" is the record owner of Sierra County Assessor Parcels 004-250-032-0 and 004-250-042-0 located adjacent Main Street (County Road S-180) located within the community of Alleghany. The specific area being leased under the terms of this agreement is a strip of land approximately 24 feet in width by 159 feet in length as more particularly described on Exhibit B attached hereto and made part hereof, and hereinafter referred to as the "Leased Property".
B. PURPOSE OF LEASE AGREEMENT

"COUNTY SERVICE AREA", upon execution of the lease agreement and during the term hereof, shall operate and maintain a public vehicle parking area for the common benefit of the Alleghany community.

C. TERM AND TERMINATION

The term of this lease agreement shall be five (5) years commencing upon the date of execution of this lease agreement and said term shall be automatically renewed for additional terms of five (5) years unless a written "Notice of Termination" is served by either party upon the other party at lease sixty (60) days prior to the anniversary date of this agreement.

D. TERMINATION FOR CONVENIENCE OF COUNTY

"COUNTY SERVICE AREA" may terminate this lease agreement at any time by notice in writing from "COUNTY SERVICE AREA" to "OWNER". If the lease agreement is terminated by "COUNTY SERVICE AREA" as provided herein, "OWNER" will be paid the annual lease payment for the year affected by the termination on a prorated basis for the time which the lease agreement is in effect.

E. COMPENSATION - ANNUAL PAYMENT

Compensation shall be provided by "COUNTY SERVICE AREA" to "OWNER" in the amount of one hundred dollars and no cents ($100.00) for each year that this lease agreement is in effect. Payment shall be provided to "OWNER" by "COUNTY SERVICE AREA" within thirty (30) days after expiration of each annual anniversary date that this lease agreement is in effect and upon submission of a written statement from "OWNER".

F. SCOPE OF IMPROVEMENTS - OWNERSHIP

The scope of improvements maintained by "COUNTY SERVICE AREA" shall be limited to the following:

1) Surfacing of parking area with asphalt concrete or concrete material; and

2) Necessary signs, direction markings and improvements to provide safe parking; and
3) Snow removal and normal maintenance of parking area and drainage.

Any improvements, modifications, or attachments made to or upon the property being leased under this agreement shall be the sole and exclusive property of "COUNTY SERVICE AREA", and upon termination of the lease agreement, "COUNTY SERVICE AREA" shall remove all such improvements, modifications or attachments by the termination date or all such improvements, modifications or attachments shall become the property of "OWNER". Upon termination, "COUNTY SERVICE AREA" shall surrender the premises in a good, clean and sanitary condition.

G. COMPLIANCE WITH LOCAL LAWS

"COUNTY SERVICE AREA" shall comply with all local and state laws, ordinances, and codes in performing any work embraced by this lease agreement.

H. TRAFFIC SAFETY—REGULATIONS—ENFORCEMENT

"COUNTY SERVICE AREA" shall maintain a safe public vehicle parking area and shall create and enforce ordinances regulating parking on the property including but not limited to time restrictions, size of vehicles, and vehicle orientation. "COUNTY SERVICE AREA" shall erect and maintain signs and other traffic control devices to provide appropriate maintenance and operation of the parking area.

I. RIGHTS OF OWNER

"OWNER" shall have the right to inspect the property subject to this lease at any time and make any reasonable request of "COUNTY SERVICE AREA" if in the judgement of "OWNER" the use and/or premises are not being maintained in compliance with this lease. It is understood that "OWNER" under this lease agreement surrenders any and all right to control use of the property described in Exhibit B.

J. INSURANCE

"COUNTY SERVICE AREA" shall provide adequate liability insurance to protect against any liability to the public incidental to the use of the leased property or
resulting from any accident occurring on or about the lease property. A certificate of insurance shall annually be provided to "OWNER" during the term of this agreement to verify existence of insurance. "COUNTY SERVICE AREA" shall not be responsible for insurance to the public or to "OWNER" as it may relate to the remainder of property owned by "OWNER" and outside of that area described in Exhibit B.

K. TRESPASS

"COUNTY SERVICE AREA" is not and cannot be responsible for any trespass onto private property which may result from the performance by "COUNTY SERVICE AREA" under the terms of this agreement.

L. POSSESSORY INTEREST

Parties to this lease agreement recognize that certain rights to property may create a possessory interest as those words are used in the California Revenue and Taxation Code. For all purposes of compliance by "owner" with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. All questions of initial determination of possessory interest and evaluation of such interest, if any, shall be the responsibility of the Sierra County Assessor and the parties hereto. A taxable possessory interest may be created by this lease agreement. Such an interest may be subject to property taxation if created; and the party in whom such an interest is vested shall be subject to the payment of property taxes levied on such an interest.

M. CONTACT PERSONS

The following persons shall be contact persons during the term of this lease agreement and all notices, correspondence and demands shall be given to:

"COUNTY SERVICE AREA"

Office of the Director
Sierra County Department of Public Works
P. O. Box 98
Downieville, California 95936

and
"OWNER"

Joseph and Agnes Mae Shaffi
512 Long Street
Nevada City, California 95959

Executed on this 3rd day of May, 1989, at
Downieville, Sierra County, California.

IN WITNESS WHEREOF the parties hereto have caused this agreement
to be executed by their respective officers, duly authorized, the
provisions of which agreement are effective as of the day, month
and year herein above written.

BY: (OWNER/S) BY: (COUNTY)

[Signatures]

Chairman, Board of Supervisors

Approved as to Form:

[Signature]

County Counsel

On this date, August 29, 1989, the above-named person
appeared before me and signed document entitled,
"Lease Agreement for Real Property, Public Parking
Area - Alleghany", in my presence.

[Signature]

Clerk of the Board of Supervisors

[Signature]
STATE OF CALIFORNIA  
COUNTY OF SIERRA  

ON THIS 3rd  day of  May  , 1989,
before me,  Sandra Loving, County Clerk
appeared  J. McCaffrey and William W. Pangman
personally known to me to be the persons whose names are subscribed
to this instrument, and acknowledged that they executed it.

Sandra Loving
CLERK, County of Sierra

STATE OF CALIFORNIA  
COUNTY OF SIERRA  

ON THIS 21st day of  September  , 1989,
before me,  Naomi Adams, Deputy Clerk
appeared  SANDRA LOVING, COUNTY CLERK
personally known to me to be the person whose name is subscribed to
this instrument, and acknowledged that she executed it.

SANDRA LOVING  
by Naomi Adams, Deputy Clerk
CLERK, County of Sierra

4368
EXHIBIT "A"

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF
AUTHORIZING THE EXECUTION
OF A LEASE FOR PARKING
PURPOSES IN ALLEGHANY

RESOLUTION 89-036

RECATUALS:

1. The County of Sierra, Service Area II, wishes to execute a lease for the use of a certain parcel of land in Alleghany (map attached as Exhibit "A") for a public parking area; and,

2. The record owners of this parcel have favorably expressed an intent to offer for lease said parcel of land for specific parking purposes and for an acceptable term; and,

3. The County Planning Department has found that the intended use of public parking is consistent with the County General Plan.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA RESOLVES AND DECLARES that the execution of the lease agreement attached hereto as Exhibit "B" and made a part thereof between the County of Sierra, Service Area Two and Joseph and Agnes Mae Saffi for establishment of a public parking area is in the public interest and for the general welfare of the Alleghany area and is hereby authorized for approval and execution and the Clerk is directed to record the lease agreement with the County Recorder upon execution of both parties.

Adopted the 3rd day of May, 1989, by the following vote:

AYES: Supervisors McIntosh, Lewis, McCaffrey, Bowling, and McHenry

NOES: None

ABSENT: None

ABSTAINED: None

[Signatures]

Chairman, Board of Supervisors

Approved as to Form:

Sandra Loving, Clerk of the Board
County Counsel

4369
The Leased Property is a strip of land approximately 24 feet wide and 159 feet long, as shown on the cross-hatched area above. The western boundary of the Leased Property commences at the intersection of western lot corner of Lot 48 (A.P. 004-250-032-0) and the north edge of the Main Street pavement. The Leased Property is that property contained within the arc 24 feet wide commencing from the western boundary and continuing approximately 159 feet (through Lot 47), A.P. 004-250-042-0 to the eastern boundary of Lot 50.
RECORDING REQUESTED BY AND WHEN RECORDED PLEASE MAIL TO:

Gibson & Gibson, Inc.
A Law Corporation
100 Estates Drive
Roseville, CA 95678

MAIL TAX STATEMENTS TO:

Michael and Mary K. Peterson
19619 Legacy Lane
Nevada City, CA 95959

DOCUMENTARY TRANSFER TAX $0-
This is a transfer to a revocable living trust.
The grantor is also the beneficiary of said trust.

Signature of Agent

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, DAVID J. SBAFFI, Successor Trustee of The Joseph and Mae Saffi Family Trust dated January 12, 1982

hereby GRANT(S) to MICHAEL D. PETERSON and MARY K. PETERSON, as trustees of THE PETERSON FAMILY LIVING TRUST DATED September 14, 2006

THE FOLLOWING DESCRIBED REAL PROPERTY IN THE COUNTY OF SIERRA, STATE OF CALIFORNIA:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF
APN: 004-250-042 and portions of APN: 004-250-032, 004-250-033 & 004-240-025

DATED: 9-20-06

DAVID J. SBAFFI

STATE OF CALIFORNIA

COUNTY OF PLACER

On 9/20/06, before me, Paula K. Maggi, Notary Public, personally appeared DAVID J. SBAFFI, 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Paula K. Maggi

MAIL TAX STATEMENTS AS SET FORTH ABOVE
The real property located in the City of Alleghany, County of Sierra, State of California, described as:

"All that certain lot, piece or parcel of land in the Townsite of Alleghany, marked and designated on the Record of Survey Map of the Townsite of Alleghany filed in the office of the County Recorder of the County of Sierra, State of California, on the 24th day of January, 1986, and of record in Book 8 of Maps, at pages 13-23, as lots 50, 49 and 71.

Provided, that the grant of the above-described land is also subject to the following reservations, conditions, and limitations:

1. Excepting therefrom the rights-of-way reserved to the United States in Patent Number 04-71-0145, recorded on November 7, 1971 in Volume 54 at Page 97, Official records of Sierra County, California;

2. Subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title which may affect said land and the word "Grant" as used herein shall not be constructed as a covenant against the existence of any thereof;

3. Excepting therefrom all streets, roads, lanes, and alleys, public squares, cemeteries, and commons, surveyed, marked and plated on the Record of Survey Map of the Townsite of Alleghany and declared to be dedicated to public use.

4. Excepting therefrom all valid existing mining claims"

Said property more commonly known as:

Portions of: 231 Main Street/233 Main Street/238 Main Street/352 Main Street Alleghany, CA

APN: 004-250-042 and portions of: 004-250-032, 004-250-033 & 004-240-025
The real property located in the County of Sierra, State of California, described as:

"All that certain lot, piece or parcel of land in the Townsite of Alleghany, marked and designated on the Record of Survey Map of the Townsite of Alleghany filed in the office of the County Recorder of the County of Sierra, State of California, on the 24th day of January, 1986, and of record in Book 8 of Maps, at pages 13-23, as lot 48. Provided, that the grant of the above-described land is also subject to the following reservations, conditions, and limitations:

1. Excepting therefrom the rights-of-way reserved to the United States in Patent Number 04-71-0145, recorded on November 7, 1971 in Volume 54 at Page 97, Official Records of Sierra County, California;

2. Subject to all valid and existing contracts, leases, licenses, easements, encumbrances, and claims of title which may affect said land and the word "Grant" as used herein shall not be constructed as a covenant against the existence of any thereof;

3. Excepting therefrom all streets, roads, lanes, and alleys, public squares, cemeteries, and commons, surveyed, marked and plated on the Record of Survey Map of the Townsite of Alleghany and declared to be dedicated to public use.

4. Excepting therefrom all valid existing mining claims"

Said property more commonly known as:

Portions of 231 Main Street/233 Main Street/238 Main Street, Alleghany, CA

Portions of APN Nos: 004-250-032, 004-250-033 & 004-240-042