



ORIGINAL

Contract Number

22-507

SAP Number

Real Estate Services Department

Department Contract Representative	<u>Terry W. Thompson, Director</u>
Telephone Number	<u>(909) 387-5000</u>
Contractor	<u>United States of America, acting through the Bureau of Land Management</u>
Contractor Representative	<u>Birgit Hoover</u>
Telephone Number	<u>760-252-6035</u>
Contract Term	<u>January 1, 2017 – December 31, 2026</u>
Original Contract Amount	<u>\$100</u>
Amendment Amount	<u>\$0.00</u>
Total Contract Amount	<u>\$100</u>
Cost Center	<u></u>
GRC/PROJ/JOB No.	<u>67004218</u>
Internal Order No.	<u></u>

Briefly describe the general nature of the contract:

The lease is for the use of 15 acres of federal land in Apple Valley, CA (APN 0436-111-11) for a 10-year term for the period retroactive from January 1, 2017 through December 31, 2026 for the Apple Valley landfill.

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Agnes Cheng, Deputy County Counsel

Date 6/9/2022

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Lyle Ballard, Real Property Manager, RESD

Date 6/10/22

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

CACA09487

RECREATION OR PUBLIC PURPOSES LEASE

Act of June 14, 1926, as amended (43 U.S.C. 869 *et. seq.*)

This lease entered into on this 1st day of JANUARY, 20 17, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and
THE COUNTY OF SAN BERNARDINO, ENVIRONMENTAL PUBLIC WORKS DIVISION, SOLID WASTE MANAGEMENT, SAN BERNARDINO, CALIFORNIA

, hereinafter
called the lessee, pursuant and subject to the terms and provisions of the Recreation and Public Purposes Act and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1. The lessor, in consideration of the rents to be paid and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using for the purposes hereinafter set forth in the following-described lands:

THE W1/2 OF THE E1/2 OF THE W1/2 OF THE NE1/4 OF THE NE1/4, AND THE W1/2 OF THE W1/2 OF THE NE1/4 OF THE NE1/4 OF SECTION 29. TOWNSHIP 5 NORTH, RANGE 2 WEST, SAN BERNARDINO MERIDIAN, IN SAN BERNARDINO COUNTY, CALIFORNIA, CONTAINING 15 ACRES MORE OR LESS; REFER TO THE RECORD OF SURVEY DATED MARCH 9, 2015 AND RECORDED WITH SAN BERNARDINO COUNTY ASSESSOR/RECORDER ON AMARCH 12, 2015.

containing 15 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 10 years, the rental to be \$ 10.00 per annum. If, at the expiration date of the lease the authorized officer shall determine that the lease may be renewed, the lessee herein will be accorded the privilege of renewal upon such terms as may be fixed by the lessor. The lessee may use the premises for

THE EXPANSION OF THE APPLE VALLEY SANITATION LANDFILL; CONTINUED UTILIZATION AND MAINTENANCE OF THE LEASED PUBLIC LANDS IN ACCORDANCE WITH THE APPROVED PLAN OF DEVELOPMENT. THE SITE SHALL BE ADEQUATELY FENCED TO CONTROL BLOWING TRASH, PLASTICS AND PAPERS, DESERT TORTOISE FENCING SHALL BE INSTALLED AND MAINTAINED ALONG THE PERIMETER FENCE TP PREVENT ANIMAL INCURSION.

NO BURNING OF REFUSE IS PERMITTED ON THE LEASED LANDS. THE LESSEE MUST CONSTRUCT AND MAINTAIN ANY STRUCTURES AS NECESSARY TO ADEQUATELY CONTROL SURFACE FLOW OF WATER ACROSS OR THROUGH THE SITE, DUMPING OF INDUSTRIAL OR AGRICULTURAL TOXIC WASTES OR CHEMICALS IS PROHIBITED. THIS LEASE REFLECTS AND ACREAGE REDUCTION FROM ORIGINAL LEASE OF 40 TO 15. CONVEYANCE/PATENT OF THE LEASED 15 ACRES IS CONTINGENT UPON ACCEPTABLE COMPLIANCE AND ENVIRONMENTAL CLEARANCES.

Sec. 2. There are reserved to the United States all mineral deposits in said lands, together with the right to mine and remove the same under applicable laws and regulations to be established by the Secretary of the Interior.

Sec. 3. The lessor reserves the right of entry, or use, by

(a) any authorized person, upon the leased area and into the buildings constructed thereon for the purpose of inspection;

(b) Federal agents and game wardens upon the leased area on official business;

(c) the United States, its permittees and licensees, to mine and remove the mineral deposits referred to in Sec. 2, above.

Sec. 4. In consideration of the foregoing, the lessee hereby agrees:

(a) To improve and manage the leased area in accordance with the plan of development and management designated as

APPLE VALLEY LANDFILL LEASE, WITH A REQUEST FOR CONVEYANCE OF 15 ACRES, IF DEEMED APPROPRIATE.

and approved by an authorized officer on 08/07/2014 or any modification thereof hereinafter approved by an authorized officer, and to maintain all improvements, during the term of this lease, in a reasonably good state of repair.

(b) To pay the lessor the annual rental above set forth in advance during the continuance of this lease.

(Continued on page 2)

(c) Not to allow the use of the lands for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms: not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sub-lessees, and permittees), to prohibit or restrict the use of any part of the leased premises or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) Not to assign this lease or to change the use of the land without first receiving the consent of the authorized officer of the Bureau of Land Management.

(e) That this lease may be terminated after due notice to the lessee upon a finding by the authorized officer that the lessee had failed to comply with the terms of the lease; or has failed to use the leased lands for the purposes specified in this lease for a period of 10 consecutive years; or that all or part of the lands is being devoted to some other use not consented to by the authorized officer; or that the lessee has not complied with his development and management plans referred to in subsection 4(a).

(f) That upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee, shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements of and equipment on the property as may be made by an authorized officer.

(g) To take such reasonable steps as may be needed to protect the surface of the leased area and the natural resources and improvements thereon.

(h) Not to cut timber on the leased area without prior permission of, or in violation of the provisions and conditions made by an authorized officer.

(i) That nothing contained in this lease shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer.

Sec. 5. *Equal Opportunity Clause.* Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor. Neither lessee nor lessee's subcontractors shall maintain segregated facilities.

Sec. 6. *Equal Access Clause.* Lessee shall comply with all provisions of the American Disabilities Act of July 26, 1990 the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities.

Sec. 7. The lessee may surrender this lease or any part thereof by filing a written relinquishment in the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms in subsections 4(f) and 4(g) and the appropriate regulations.

Sec. 8. The lessee further agrees to comply with and be bound by those additional terms and conditions identified as

**EXHIBIT 1 - RECORD OF SURVEY, DATED MARCH 9, 2015
AND RECORDED ON MARCH 12, 2015 WITH THE COUNTY OF
SAN BERNARDINO ASSESSOR/RECORDER OFFICE;
AND
EXHIBIT B - RECREATION AND PUBLIC PURPOSE LEASE -
COUNTY OF SAN BERNARDINO - APPLE VALLEY LAND FILL
EXPANSION, SUPPLEMENTAL STIPULATIONS, 3 PGS.**

and which are made a part hereof.

Sec. 9. No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise there from, and the provisions of Title 18 U.S.C. Sections 431—433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

FOR EXECUTION BY LESSEE

IN WITNESS WHEREOF:



(Signature of Lessee's Authorized Officer)

Curt Hagman

(Signature of Witness)
Chairman, Board of Supervisors

JUN 14 2022

(Date)

THE UNITED STATES OF AMERICA

By

(Authorized Officer)

BARSTOW FIELD MANAGER, KATRINA SYMONS

(Title)

(Date)

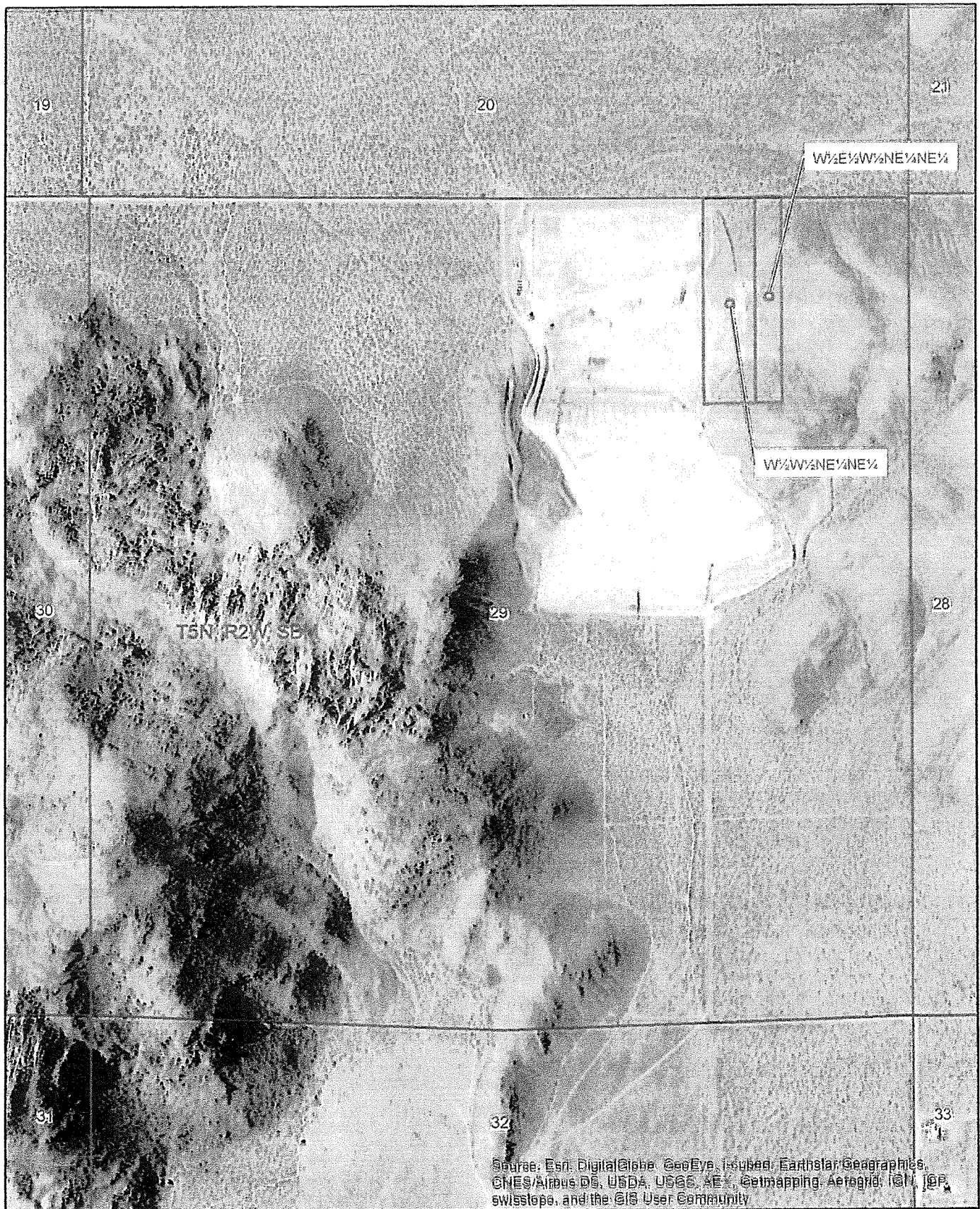
This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

(Form 2912-1, page 2)

CACA 9487 Apple Valley Landfill Patent Detail

T5N, R2W, SBM

 Land described



LOCATION MAP

Apple Valley Landfill (portion of 0436-1111-11)

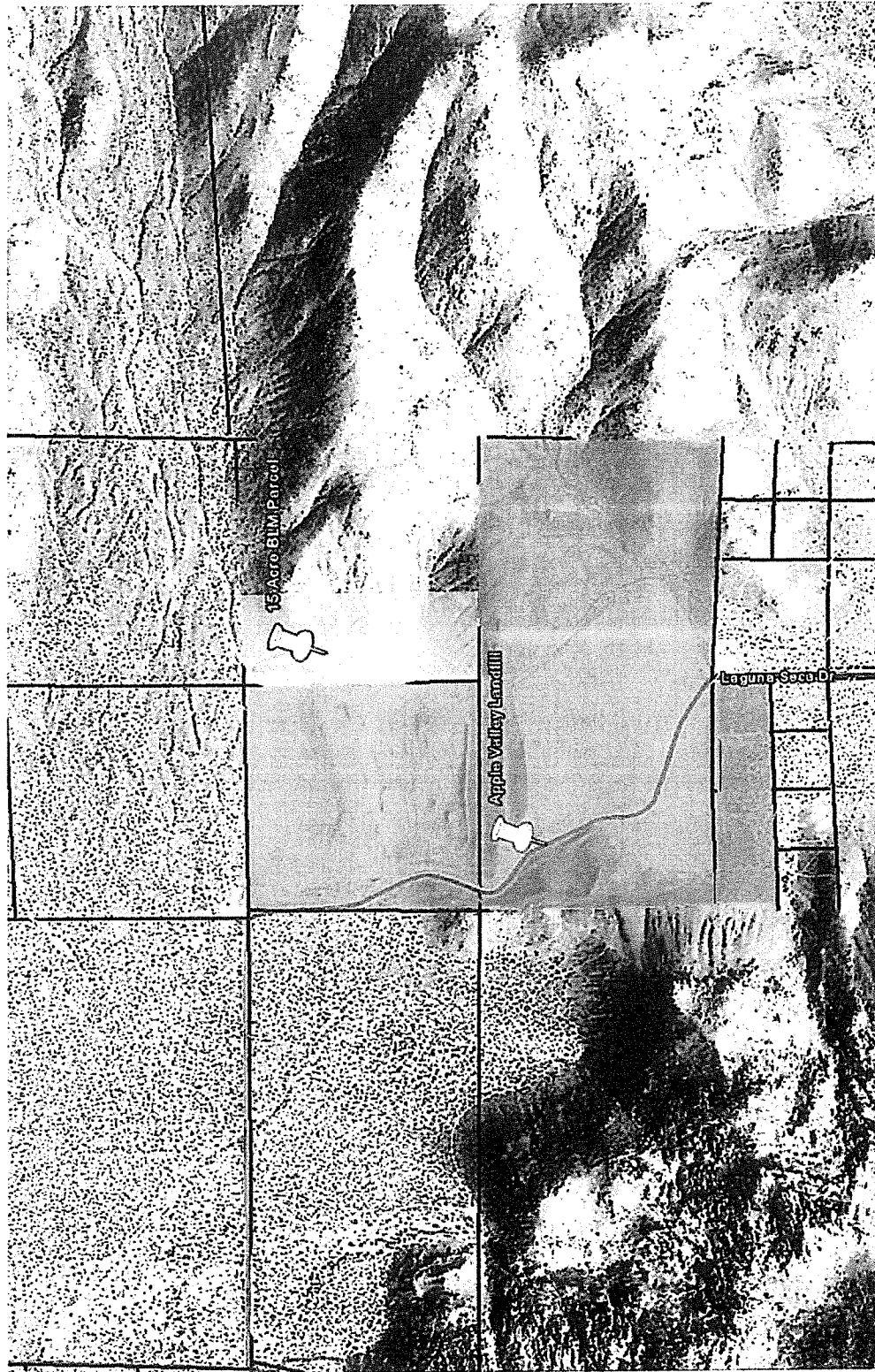


EXHIBIT B

**RECREATION & Public Purpose Lease
County of San Bernardino – Apple Valley Landfill Expansion
Supplemental Stipulations**

The Bureau of Land Management (BLM) Authorized Officer for the administration of this authorization is the Filed Manager, Barstow Field Office, 2601 Barstow Road, Barstow, CA, Telephone (760) 252-6000.

The leasee shall comply with **all** stipulations contained in this authorization unless otherwise approved in writing by the Authorized Officer. Non-compliance with any of the stipulations by holder or by any of their agents may result in the cancellation or suspension of the authorization or adverse action against the holder.

This authorization applies to public lands managed by the BLM under the jurisdiction of the Barstow Field Office, California only.

- 1) The leasee shall continue to utilize and maintain the lands for the Apple Valley Disposal site, in accordance with the approved plan of management and plan of development.
- 2) Operations under this lease shall be in compliance with the following regulations; a) Regulations for the Acceptance of Certain Pesticides and recommended procedures for the Disposal and Storage of Pesticides Containers (40 CFR Part 165; b) Guidelines for the Thermal Processing of Solid Wastes (40 CFR part 240; and c) Guidelines for the Land Disposal of Solid Waste (40 CFR Part 251).
- 3) The dumping of industrial or agricultural toxic wastes or chemicals is not permitted.
- 4) No permanent structures will be constructed on the leased lands, exception is an exterior fence.
- 5) The lease covenants and agrees that it will comply with the provisions of Title VI of the Civil Rights act of 1964, and it will not, for the period during the property conveyed by this instrument is used for the Apple Valley landfill purposes; or for another purpose involving the provisions or similar services or for benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the program for which the lease received Federal financial assistance by this lease. This assurance shall obligate the lease, or in the case of transfer of the property leased herein, any transferee, for the period of this lease.

- 6) The leasee further agrees that it will not transfer the property conveyed by this instrument for purpose designated in stipulation #5 hereof or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the authorized officer, BLM that will comply with provisions of stipulation #5.
- 7) The leasee agrees that as long as the property conveyed hereby is used for the purpose designated in stipulation #5 hereof, or for another purpose involving the same or similar services or benefits, the obligation to comply with the provisions of Title V of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this lease.
- 8) The leasee agrees in the event of a violation or failure to comply with the requirement imposed by stipulation #5, the United States may seek judicial enforcement of such requirements.
- 9) The assurances and covenant required by stipulation #5 through #8 above shall not apply to "ultimate beneficiaries" are identified in 43 CFR 17.12.
- 10) The leasee agrees, upon request of the Secretary of the Interior or his/her delegate that it will post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title V of the Civil Rights Act of 1964 to the area leased.
- 11) The leasee shall confine all activities within the boundary of the designated site on public lands within San Bernardino County.

12) Protocol -Discovery of Human Remains in California

All discovered human remains shall be treated with respect and dignity. California state law (California Health & Safety Code 7050.5) and federal law and regulations ([Archaeological Resources Protection Act (ARPA) 16 USC 470 & 43 CFR 7], [Native American Graves Protection & Repatriation Act (NAGPRA) 25 USC 3001 & 43 CFR 10] and [Public Lands, Interior 43 CFR 8365.1-7]) require a defined protocol if human remains are discovered in the state of California regardless if the remains are modern or archaeological.

Upon discovery of human remains, all work within a minimum of 200 feet of the remains must cease immediately, nothing disturbed and the area is to be secured. The County Coroner's Office of the county where the remains were located must be called. The Coroner has two working days to examine the remains after notification. The appropriate land manager/owner or the site shall also be called and informed of the discovery. If the remains are located on federal lands, federal land managers/federal law enforcement/federal archaeologist are to be informed as well because of complementary jurisdiction issues. It is very important that the suspected remains and the area around them remain undisturbed and the proper authorities called to the scene as soon as possible as it could be a crime scene. Disturbing human remains is against

federal and state laws and there are criminal/civil penalties including fines and/or time in jail up to several years. In addition, all vehicles and equipment used in the commission of the crime may be forfeited. The Coroner will determine if the bones are historic/archaeological or a modern legal case.

Modern Remains

If the Coroner's Office determines the remains are of modern origin, the appropriate law enforcement officials will be called by the Coroner and conduct the required procedures. Work will not resume until law enforcement has released the area.

Archaeological Remains

If the remains are determined to be archaeological in origin and there is no legal question, the protocol changes depending on whether the discovery site is located on federally or non-federally owned/managed lands.

Remains discovered on federally owned/managed lands

After the Coroner has determined the remains are archaeological or historic and there is no legal question, the appropriate Field Office Archaeologist must be called. The archaeologist will initiate the proper procedures under ARPA and/or NAGPRA. If the remains can be determined to be Native American, the steps as outlined in NAGPRA, 43 CFR 10.6 *Inadvertent discoveries*, must be followed.

Remains discovered on non-Federally owned/managed lands

After the Coroner has determined the remains on non-federally owned/managed lands are archaeological and there is no legal question, the Coroner will make recommendations concerning the treatment and disposition of the remains to the person responsible for the excavation, or to his or her authorized representative. If the Coroner believes the remains to be those of a Native American he/she shall contact by telephone within 24 hours, the California Native American Heritage Commission (NAHC). The NAHC will immediately notify the person it believes to be the most likely descendent of the remains. The most likely descendent has 48 hours to make recommendations to the land owner for treatment or disposition of the human remains. If the descendent does not make recommendations within 48 hours, the land owner shall reinter the remains in an area of the property secure from further disturbance. If the land owner does not accept the descendant's recommendations, the owner or the descendent may request mediation by the NAHC.

Resumption of activity. The activity that resulted in the discovery of human remains may resume at any time that a written, binding agreement is executed between the BLM, lineal descendants, and/or the federally recognized affiliated Indian Tribe(s) that adopts a recovery plan for the excavation or removal of the human remains, funerary objects, sacred objects, or objects of cultural patrimony following 43 CFR §10.3 (b)(1) of these regulations. The disposition of all human remains and NAGPRA items shall be carried out following 43 CFR §10.6.

- 13) Any cultural resource (historic/prehistoric site or object) discovered on or below the surface during the proposed action shall immediately be reported to the Field Manager. All operations in the immediate area of the discovery shall be suspended until written authorization to proceed is issued. An evaluation of the discovery shall be made by the BLM Barstow FO archaeologist to determine appropriate actions to prevent the loss of significant cultural values. Section 106 consultations with the State Historic Preservation Officer (SHPO) and/or NAGPRA consultations will be initiated as needed.
- 14) Desert Tortoise handling is strictly prohibited. The Desert Tortoise (*Gopherus agassizii*) is a threatened species protected by law under the Endangered Species Act. This species may occupy public lands adjacent to the site.
- 15) The lease shall install and maintain tortoise exclusion fencing along the perimeter fence to prevent intrusion. The leasee shall avoid all tortoises and tortoise burrows encountered during installation and maintenance of the fence.
- 16) Protection of Survey Corner and Boundary Line Markers:
Evidence of the Public Land Survey System (PLSS) and related Federal property boundaries will be identified and protected prior to commencement of any ground-disturbing activity. This will be accomplished by contacting Bureau Land Management (BLM) Cadastral Survey to coordinate data research, evidence examination and evaluation, and locating, referencing or protecting monuments of the PLSS and related land boundary markers from destruction. In the event of obliteration or disturbance of the Federal boundary evidence the responsible party shall immediately report the incident, in writing, to the Authorizing Official. BLM Cadastral Survey will determine how the marker is to be restored. In rehabilitating or replacing the evidence the responsible party will be instructed to use the services of a Certified Federal Surveyor (CFedS), procurement shall be per qualification based selection, or reimburse the BLM for costs. All surveying activities will conform to the Manual of Surveying Instructions (Manual) and appropriate State laws and regulations. Local surveys will be reviewed by Cadastral Survey before being finalized or filed in the appropriate State or county office. The responsible party shall pay for all survey, investigation, penalties, and administrative costs.



Signature of Authorized Officer for
San Bernardino County (leasee)

Curt Hagman

Printed Name

Chairman, Board of Supervisors

Title

JUN 14 2022

Date