



Contract Number

95-473 A1

SAP Number

Regional Parks Department

Department Contract Representative
Telephone Number

Beahta R. Davis

909-387-2340

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Bureau of Land Management

Jason West

N/A

N/A

N/A

N/A

N/A

6522031000

Addendum for clarification to lease agreement with United States Department of the Interior Bureau of Land Management at Moabi Regional Park

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Dawn Martin, Deputy County Counsel

Date

8/12/19

Reviewed for Contract Compliance

► 
Patrick Scalzitti, Community Services Operations and Finance Chief

Date

8-12-19

Reviewed/Approved by Department

► 
Beahta R. Davis, Director, Regional Parks Department

Date

8-12-19

ADDENDUM FOR CLARIFICATION

This addendum, mutually agreed to and stipulated by the Lessee and Lessor, is executed and added to this lease to explain, interpret, and clarify the parties' mutual understanding of the intent, meaning, and execution of certain terms of the lease that may be ambiguous. All terms and conditions of the lease are unchanged. Any changes to the terms of this Addendum for Clarification shall be made pursuant to the terms of the lease. This addendum is not styled or entered into as an amendment or modification to the original intent, purpose, or terms of the lease.

The lease is hereby clarified as follows:

1. Article 8. DESCRIPTION OF LANDS LEASED.

Federal land affected by the lease is described as:

San Bernardino Meridian, California

T. 7 N., R. 24 E.,
sec. 6, lots 9-10, portion of lots 7, 11 and 12,
NE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$,
SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$;
Containing 170.833 acres

2. Article 9. RENTAL. Page 5.

The Lessor and Lessee agree that the intent of the lease is that net operating revenues, as defined and provided for in the lease, shall be paid to the United States. Lessee and Lessor agree that the calculation, payment, and audit provisions of the lease are ambiguous.

For administrative convenience and simplicity, to place the administration of the lease on a footing comparable to accepted prudent business practices, and to ensure the payment of at least reasonable amounts to the United States, the following annual payment schedule is stipulated. Lessee and the United States intended in the lease, and shall be paid in advance each September 15, to coincide with the termination date of the lease.

September 15, 2019 - \$30,000
September 15, 2020 - \$30,000
September 15, 2021 - \$30,000
September 15, 2022 - \$30,000
September 15, 2023 - \$30,000
September 15, 2024 - \$30,000
September 15, 2025 - \$30,000
September 15, 2026 - \$30,000
September 15, 2027 - \$30,000
September 15, 2028 - \$30,000
September 15, 2029 - \$30,000

September 15, 2030 - \$30,000
September 15, 2031 - \$30,000
September 15, 2032 - \$30,000
September 15, 2033 - \$30,000
September 15, 2034 - \$30,000
September 15, 2035 - \$30,000
September 15, 2036 - \$30,000
September 15, 2037 - \$30,000
September 15, 2038 - \$30,000
September 15, 2039 - \$30,000

Payment will be past due if not received by September 15, and will accrue late charges according to current applicable regulations. Unless otherwise authorized in writing by the United States, if Lessee is thirty (30) days delinquent paying the full rent in any year, the United States may declare the Lessee in breach of the lease. Resolution of a breach will be pursuant to the terms of the lease.

In the event of breach, neither the United States nor its employees, agents or assigns will be liable for any payments, compensation, or services to any employee, agent, assign, sublessee, tenant, visitor, their employees, agents, or assigns, or to any other entity for any claims of any kind against Lessee or its employees, agents, or assigns.

3. Article 14. EXISTING STRUCTURES; GENERAL DEVELOPMENT AND SITE DEVELOPMENT PLANS. (a), page 10.

Lessee and Lessor agree that the intent of the leave relative to General Development and Site Development Plans are clarified as below. Lessee shall submit for approval or change, and maintain and adhere to a plan of development for the park for the term of the lease. This includes all plans or development of any tenant, contractor, employee, sublessee, or other party. Lessee shall be responsible for the completion of all necessary permitting, environmental clearances, and other requirements prior to final review and approval of development proposals by the United States.

The review and approval by the United States shall be for the purpose of ensuring that development proposals are consistent with the appropriate land uses, Federal statutes and regulations, and lease terms. No tenant, contractor, employee, sublessee, or any other party, having a claim against Lessee, shall have any claim against the United States as a result of any commitments, services rendered, exchange of consideration, or for any other reason involving the implementation of the approved plan of development.

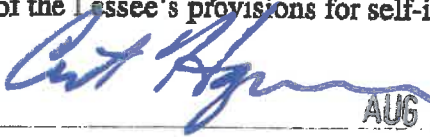
4. Article 15. MISCELLANEOUS CONDITIONS. (i) page 15.

Lessee shall bear sole responsibility for, and shall manager the practices of installing, maintain, selling and renting mobile homes and attendant occupancy of mobile home sites within the lease area. Lessee shall bear sole responsibility and ALL liability for all complaints, claims, judgements or losses by any tenant, visitor, employee, or other entity or employees, agents, or assigns arising out of the use of the leased lands for the duration of the lease.

Lessee agrees and shall ensure that no tenant in, or visitor to, Park Moabi shall remain longer than five months or 150 days in any calendar year. An exception may be made for county staff employed at the facility and their dependents, and sublessees and their employees and dependents. The expressed written permission of the Director of San Bernardino County Parks shall be required in each case, without delegation to any other county agent, employee, or party. The County agrees to develop and institute a program to retire all remaining occupancy in excess of five months or 150 days per calendar year, and to assume all liability and responsibility for its implementation.

Lessee shall make no other claims or carry out any other practices under claim of Federal sovereignty, or attempt to avoid any other county or state laws or regulations based on the status of the land being in Federal ownership, nor permit any of its tenants, agents, employees, sublessees, or their assigns to make any such claim or avoidance.

Notwithstanding the liability clauses of the lease, it is the Lessee's intent to hold harmless and defend the United States and its agents and employees against any claims or judgments arising from the use of the lease lands. The Lessee further agrees that the intent of the lease to provide prudent liability insurance will include providing the authorized officer with proof of insurance in the form of insurance binders naming the United States as additional insured, or by submission of any acceptable statement of the Lessee's provisions for self-insurance.



AUG 20 2019
Date

Director
San Bernardino County
Curt Hagman,
Chairman, Board of Supervisors

Jason West
Field Manager
Bureau of Land Management

Date








SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By


Deputy


Auditor: browne
File: LHFO_Parkmoab\Reduction
Date: 4/12/2018
Coordinate System: NAD 1983 UTM Zone 12N



-  Amended Park Moabi Boundary
 Field Office boundary
 Local road
 Other road
 Township / Range
 Section
 Second Division

Sources: Earl, USGS, NOAA
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,
CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS



**U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND
MANAGEMENT**