

#375-L1511

Form 2912-1
(May 2001)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

CACA 4606

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 26 day of February, 2015, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and

The County of El Dorado

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: together with an option to purchase during the term of the lease upon a showing of substantial compliance with the approved plan of development designated in Section 4(n).

Mount Diablo Meridian

T. 10 N., R. 12 E.,
sec. 19, portion of W1/2NE1/4SE1/4, E1/2NW1/4SE1/4.

containing 6.3 +- acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 5 years, the rental to be \$ 25 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

El Dorado County Sheriff Operations and training facilities

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 5 year plan of operations - with two one year renewal options

and approved by an authorized officer on 03/25/2016 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 2 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, 1963, 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

Appendix A and The Addendum

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.

The County Officer or employee with responsibility for administering this Agreement is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor

FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

IN WITNESS WHEREOF:

Shirley E. Keady, Vice Chair
(Signature of Lessee's Authorized Officer)
Board of Supervisors

By [Signature]
(Authorized Officer)

Marcie MacFarland
(Signature of Witness)

Field Office Manager, Sierra Front Field Office
(Title)

10/11/16
(Date)

12-23-16
(Date)

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

ATTEST: James S. Mitrishin
Clerk of the Board of Supervisors
By Marcie MacFarland
Deputy Clerk 10/11/16

APPENDIX A

The lease of the herein described lands is subject to the following conditions and limitations:

- (1) The lessee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241) and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the land leased herein is used for the purpose for which the lease was issued pursuant to the act cited or for another purpose involving the provision of similar services or benefits.
- (2) If the lessee or its successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964 and the requirements imposed by the Secretary of the Interior issued pursuant to that title during the period which the land described herein is used for the purpose for which the lease was issued pursuant to the act cited or for another purpose involving the provision of similar services or benefits, said Secretary or his delegate may declare the terms of this lease terminated in whole or in part.
- (3) The lessee, by acceptance of this lease, agrees for itself and its successors in interest that a declaration of termination in whole or in part of this lease shall, at the option of the Secretary of the Interior or his delegate, operate to revert in the United States full title to the land involved in the declaration.
- (4) The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the lessee or its successor in interest.
- (5) The lessee or its successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document, signs or posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the property conveyed.
- (6) The conditions and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the lessee and its successors in interest for the period for which the land leased herein is used for the purpose for which this lease was issued or for another purpose involving the provision of similar services or benefits.
- (7) The assurances and covenant required by sections 1-6 above, shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

THE ADDENDUM

1. The lessee shall conduct all activities associated with the construction, operation, and termination of the lease within the authorized limits of the lease.
2. Construction sites shall be maintained in a sanitary condition at all times, waste materials at those sites shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, used petroleum products, ashes, and equipment.
3. Excavation and embankment quantities shall be balanced as nearly as design and construction considerations allow. Any waste and/or borrow needs shall be specifically identified by the lessee.
4. Material encountered on the project and needed for select borrow, surfacing, riprap, or other special needs shall be conserved.
5. Excess excavated, unsuitable, or slide materials shall be disposed of as directed by the authorized officer.
6. Any cultural (historic or prehistoric site or object) or paleontological resource or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the lease holder, or any person working on their behalf, during the course of activities on federal land shall be immediately reported to the authorized officer by telephone, followed by written confirmation. The lease holder shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by the authorized officer.

For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. The lease holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the lease holder. Operations may resume only upon written authorization to proceed from the authorized officer.

For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony the lease holder must stop activities in the immediate vicinity of the discovery and protect it from your activities for 30 days or until notified to proceed by the authorized officer. The holder is responsible for the cost of consultation, evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the authorized officer after consulting with the lease holder.

7. The holder shall comply with all applicable Federal, State and local laws and regulations, existing or hereafter enacted or promulgated, with regard to any hazardous material, as defined in this paragraph, that will be used, produced, transported or stored on or within the lease or any of the lease facilities, or used in the construction, operation, maintenance or termination of the lease or any of its facilities. "Hazardous material" means any substance, pollutant or contaminant that is listed as hazardous under CERCLA of 1980, as amended, 42 U.S.C. 9601 et seq., and its regulations. The definition of hazardous substances under CERCLA includes any "hazardous waste" as defined in the RCRA of 1976, as amended, 42 U.S.C. 2011 et seq. The term does not include petroleum, including crude oil or any fraction thereof that is not otherwise specifically listed or designated as a hazardous substance under CERCLA section 101(14), U.S.C. 9601 (14), nor does the term include natural gas.
8. During the period of this lease, the United States, acting through the Bureau of Land Management, shall have the right to inspect the land covered by the lease at any time, without advance notice. During such inspections, officials of the Bureau of Land Management may be accompanied by other appropriate federal, state or local officials.
9. This lease is issued subject to valid existing rights. Furthermore, subject to limitations prescribed by law and regulation, prior to patent issuance, a Holder of any right-of-way within the lease area may be given the opportunity to amend the right-of-way for conversion to a new term, including perpetuity, if applicable.

**Five Year Plan of Operations with Two 1-Year Renewal Options for the Property Located at 3780 Fort Jim Road,
Placerville, CA 95667**

Year 1	<i>Retro active year No Accounting (2015)</i>		
Year 2	Annual rental from BLM of 6.32 acres @\$2.00 per acre - minimum annual fee \$25.00	25.00	
2016	Replace the entire roof with new 30-yr composition roof.	10,150.00	EL Dorado Roofing Quote
	Paint exterior of the building using volunteers- Cost of paint and materials	1,500.00	
	Interior office improvements- cost of materials and labor	1,000.00	
	Security System upgrades.	1,895.00	Signal Service Quote
	Security monitoring and maintenance @\$58.00 per month	696.00	
	Utilities	150.00	
	Weed control minimum of 200 ft. clearance around the buildings- using staff and volunteers	500.00	
	General Building inspections, repairs and maintenance	<u>1,000.00</u>	
	Year #2 totals	<u>16,916.00</u>	
Year 3	Annual rental from BLM of 6.32 acres @\$2.00 per acre - minimum annual fee \$25.00	25.00	
2017	Weed control minimum of 200 ft. clearance around the buildings- using staff and volunteers	500.00	
	Security monitoring and maintenance @\$58.00 per month	696.00	
	Utilities	150.00	
	General Building inspections, repairs and maintenance	<u>1,000.00</u>	
	Year #3 totals	<u>2,371.00</u>	
Year 4	Annual rental from BLM of 6.32 acres @\$2.00 per acre - minimum annual fee \$25.00	25.00	
2018	Weed control minimum of 200 ft. clearance around the buildings- using staff and volunteers	500.00	
	Security monitoring and maintenance @\$58.00 per month	696.00	
	Utilities	150.00	
	General Building inspections, repairs and maintenance	<u>1,000.00</u>	
	Year #4 totals	<u>2,371.00</u>	
Year 5	Annual rental from BLM of 6.32 acres @\$2.00 per acre - minimum annual fee \$25.00	25.00	
2019	Weed control minimum of 200 ft. clearance around the buildings- using staff and volunteers	500.00	
	Security monitoring and maintenance @\$58.00 per month	696.00	
	Utilities	150.00	

**Five Year Plan of Operations with Two 1-Year Renewal Options for the Property Located at 3780 Fort Jim Road,
Placerville, CA 95667**

General Building inspections, repairs and maintenance	<u>1,000.00</u>
Year #5 totals	<u>2,371.00</u>

One Year Renewal Option Years

Annual rental from BLM of 6.32 acres @\$2.00 per acre - minimum annual fee \$25.00	25.00
Weed control minimum of 200 ft. clearance around the buildings- using staff and volunteers	500.00
Security monitoring and maintenance @\$58.00 per month	696.00
Utilities	150.00
General Building inspections, repairs and maintenance	1,000.00
Option to Purchase the property and buildings at \$10.00 per acre including the building and tower.	<u>63.20</u>
Renewal/Purchase totals	<u>2,434.20</u>

*Grand total: 26,463.20

Fort Jim Road R&PP Lease



CACA 4606-01



T. 10 N., R. 12 E.,
sec. 19, Portion of E1/2NW1/4SE1/4, W1/2NE1/4SE1/4

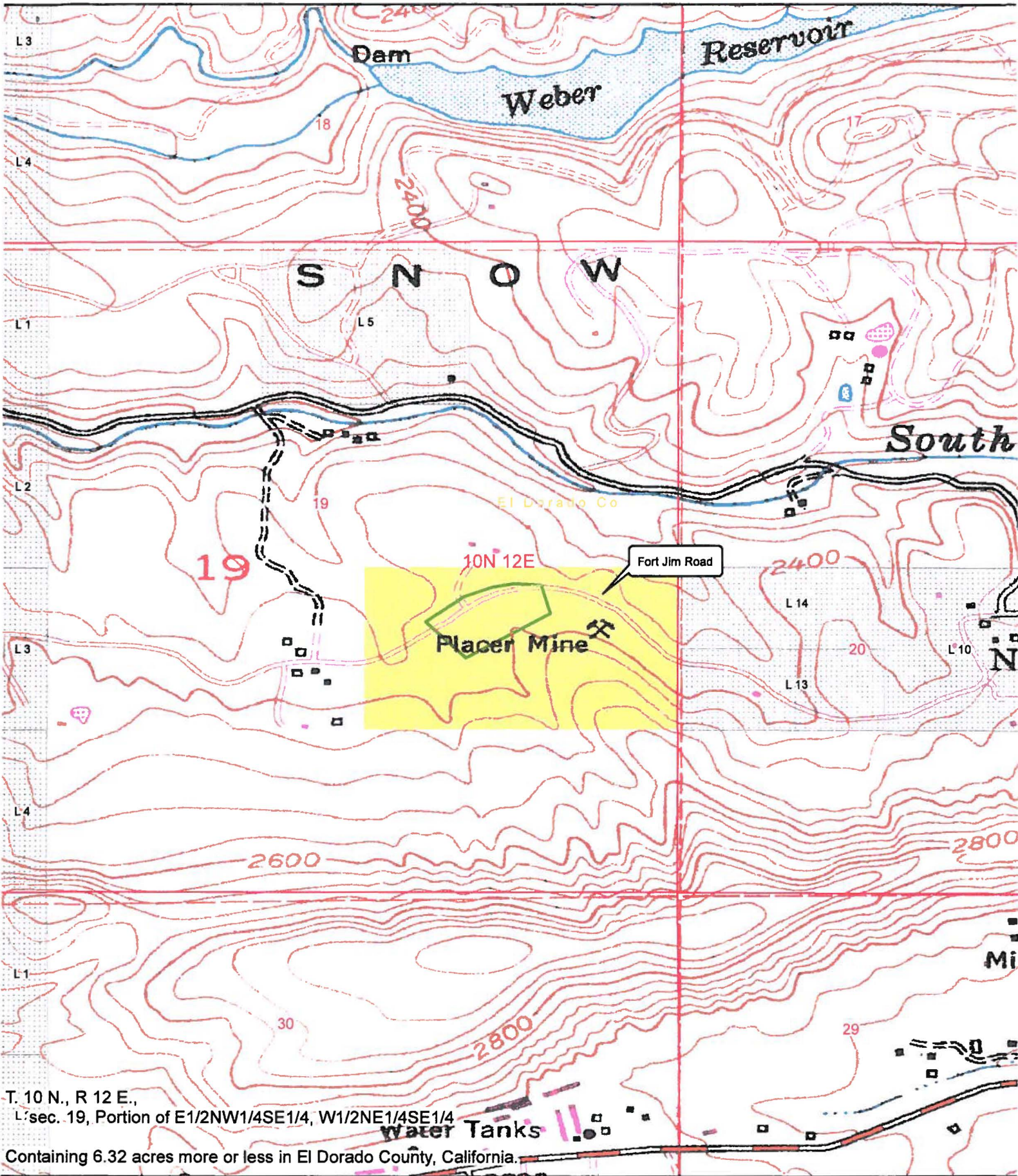
Containing 6.32 acres more or less in El Dorado County, California.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS,
USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User
Community

	Bureau of Land Management
	R&PP Lease Area



	US Department of the Interior BUREAU OF LAND MANAGEMENT Mother Lode Field Office El Dorado Hills, California (916) 941-3101 www.ca.blm.gov/motherlode Date Prepared: 10/20/2016 Project: CACA4606_01Aerial
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T. 10 N., R 12 E.,
L. sec. 19, Portion of E1/2NW1/4SE1/4, W1/2NE1/4SE1/4
Containing 6.32 acres more or less in El Dorado County, California.

	R&PP Lease Area
	Bureau of Land Management



115 Department of the Interior
BUREAU OF LAND MANAGEMENT
Mother Lode Field Office
El Dorado Hills, California
(916) 941-3101
www.blm.gov/motherlode
Date Prepared: 10/20/2015
Project: CACA4606_01Topo

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**APPLICATION FOR LAND FOR
RECREATION OR PUBLIC PURPOSES**
(Act of June 14, 1926, as amended; 43 U.S.C. 869; 869-4)

FORM APPROVED
OMB NO. 1004-0012

Date	Serial Number (BLM use only)
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Home phone (include area code)

1a. Applicant's name The County of El Dorado	b. Address (include zip code) 3000 Fairlane Court, Suite 1, Placerville 95667	Business phone (include area code) 530-295-2524
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2. Give legal description of lands applied for (include metes and bounds description, if necessary)

SUBDIVISION	SECTION	TOWNSHIP	RANGE	MERIDIAN
E1/2NW1/4SE1/4, W1/2NE1/4SE1/4	sec. 19	T. 10 N.,	R. 12 E.,	MDBM

County of El Dorado	State of California	Containing (acres) 6.32
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3a. This application is for: Lease Purchase (if lease, indicate year)

b. Proposed use is Public Recreation Other Public Purposes

4. Describe the proposed use of the land. The description must specifically identify an established or definitely proposed project. Attach a detailed plan and schedule for development, a management plan which includes a description of how any revenues will be used, and any known environmental or cultural concerns specific to the land.

Site will be used for the Sheriff's Search and Rescue (SAR) as well as the Sheriff's Team of Active Retirees (STAR) program.

Please see attached development and management plan.

5. If applicant is State or Political subdivision thereof, cite your statutory or other authority to hold land for these purposes.

Facilities Division of The county of El Dorado

6. Attach a copy of your authority for filing this application and to perform all acts incident thereto.

7. If land described in this application has not been classified for recreation and/or public purposes pursuant to the Recreation and Public Purposes Act, consider this application as a petition for such classification.

8. Are all activities, facilities, services, financial aid, or other benefits as a result of your proposed development provided without regard to race, color, religion, national origin, sex, or age? Yes No (If "no," describe the situation or activity and your plans for achieving compliance.)

9. Are all activities, facilities, and services constructed or provided as a result of your proposed development accessible to and usable by persons with disabilities? Yes No (If "no," describe the situation or activity and the reasons for nonaccessibility).

Applicant's Signature

Shirley E. [Signature], Vice Chair, Board of Supervisors

Date

11/27/13 10/11/16

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212, make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representation as to any matter within its jurisdiction.

GENERAL INSTRUCTIONS

1. Type or print plainly in ink.
2. Submit application and related plans to the BLM District or Resource Area Office in which the land is located.
3. Study controlling regulations in 43 CFR 2740 (Sales) and 43 CFR 2912 (Leases).
4. If applicant is non-governmental association or corporation, attach a copy of your charter, articles of incorporation or other creating authority. If this information has been previously filed with any BLM office, refer to previous filing by date, place, and case serial number.
5. If applicant is non-governmental association or corporation, attach a copy of your authority to operate in the State where the lands applied for are located. If previously filed with any BLM office, refer to previous filing by date, place, and case serial number.

SPECIFIC INSTRUCTIONS

(Items not listed are self-explanatory)

ATTEST: James S. Mitrusin
Clerk of the Board of Supervisors
By *[Signature]*
Marcie MacFarland, Deputy Clerk
10/11/16

Item

2. If land is surveyed, give complete legal description. If land is unsurveyed, description should be by metes and bounds connected, if feasible, by course and distance with a corner of public land survey. If possible, approximate legal subdivisions of unsurveyed lands should be stated. Acreage applied for must not exceed that specified by regulations.
- 3a. Generally, title to lands will not be granted upon initial approval of an application. In order to assure proper development or use plans, the general practice will be to issue a lease or lease with option to purchase after development is essentially completed. In any case, term of lease may not exceed 20 years for non-profit organizations or 25 years for governmental agencies, instrumentalities or political subdivisions.
4. Leases and patents under this act are conditioned upon continuing public enjoyment of the purposes for which the land is classified. The plan of development, use, and maintenance must show, at a minimum:
 - a. A need for proposed development by citing population trends, shortage of facilities in area, etc.
 - b. That the land will benefit an existing or definitely proposed public project authorized by proper authority.
 - c. Type and general location of all proposed improvements, including public access (roads, trails, etc.). This showing may take the form of inventory lists, maps, plats, drawings, or

Item

- blueprints in any combination available and necessary to describe the finished project. Site designs should be provided for intensive use sites and general information about improvements existing or planned on lands within the overall project.
- d. An estimate of the construction costs, how the proposed project will be financed, including a list of financial sources, and an estimated timetable for actual construction of all improvements and facilities.
- e. A plan of management to include operating rules, proposed source and disposition of revenues arising from the proposed operation, personnel requirements, etc.
- f. A specific maintenance plan to include, for example, sewage and garbage disposal, road maintenance, upkeep and repair of grounds and physical facilities, etc.
- g. Applications for solid waste disposal sites must comply with guidelines established by the Environmental Protection Agency (40 CFR 258) and must include a detailed physical description of the site including a map, description of ground water situation, soil characteristics and management plan.
6. This may consist of a copy of a delegation of authority, resolution or other evidence of authority from the governing board of the applicant's organization, copy of the by-laws of the organization, or the like.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48 (d) provide that you be furnished the following information in connection with information required by this application for a Land Use Authorization.

AUTHORITY: 43 U.S.C. 869 et seq.; 43 CFR Part 2740

PRINCIPAL PURPOSE: The information is to be used to process your application.

ROUTINE USES: (1) The adjudication of the applicant's request for a Land Use Authorization. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting a right in use of public lands or resources. (4) (5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is mandatory for processing of the application. If all the information is not provided, the application may be rejected.

The Paperwork Reduction Act of 1995 requires us to inform you that:

BLM collects this information to process your request for Federal lands under the provisions of June 14, 1926 (43 U.S.C. 869 as amended), Recreation and Public Purposes Act.

Information will be used to illustrate whether the applicant meets requirements of regulations found in 43 CFR Subpart 2740. Response to this request is mandatory, see regulations found in 43 CFR Subpart 2741.4.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average 40 hours per response, including the time for reviewing instructions, gathering, and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the U.S. Department of the Interior, Bureau of Land Management (1004-0012), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Mail Stop 401 LS, Washington, D.C. 20240.