

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

RECREATION OR PUBLIC PURPOSES LEASE
Act of June 14, 1926, as amended (43 U.S.C. 869 et. seq.)

CACA 18073
RENEWAL

This lease entered into on this 11th day of May, 2007, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and State of California Department of Fish & Game 1234 East Shaw Avenue Fresno, CA 93710

, 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:

portion of W1/2SW1/4, W1/2E1/2SW1/4 Section 32, T. 26 S., R. 33 E., M.D.M.
Kern County, California

containing 118.31 acres, together with the right to construct and maintain thereon all buildings or other improvements necessary for such use for a period of 25 years, the rental to be \$ none 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 archery range facility, subject to valid existing rights

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 Exhibits A&B, Site Plot/Map, Exhibit C - Lake Isabella Archery Range Development & Improvement Plan, Exhibit D Management Plan and approved by an authorized officer on December 10, 1986 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.

(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 five 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

attached Exhibits A and B
attached Appendix A and B

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 therefrom, 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.

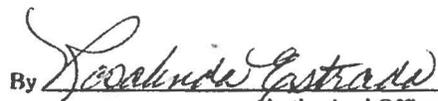
FOR EXECUTION BY LESSEE

THE UNITED STATES OF AMERICA

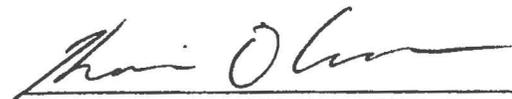
IN WITNESS WHEREOF:



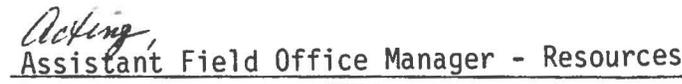
(Signature of Lessee's Authorized Officer)

By 

(Authorized Officer)



(Signature of Witness)


Assistant Field Office Manager - Resources

(Title)

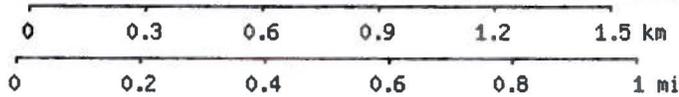
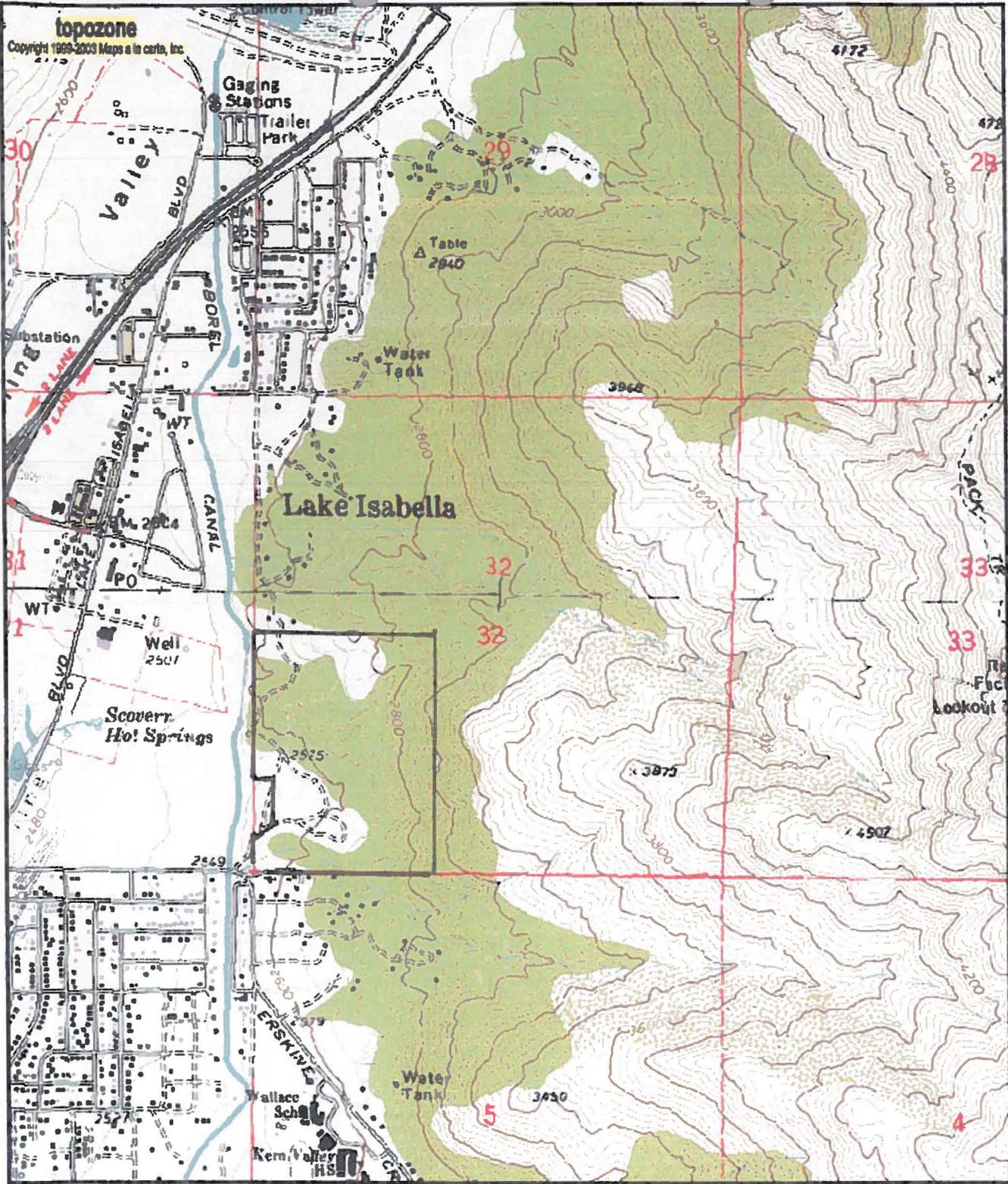
May 11, 2007

(Date)

May 11, 2007

(Date)

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



UTM 11 367968E 3943152N (NAD27)
USGS LAKE ISABELLA NORTH (CA) Quadrangle
 Projection is UTM Zone 11 NAD83 Datum



EXHIBIT A
FISH & GAME R&PP ACT LEASE RENEWAL
 CACA 18073
 T. 26 S., R. 33 E., M.D.M.

**EXHIBIT B
STIPULATIONS**

1. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the holder shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the authorized officer. Emergency use of pesticides shall be approved in writing by the authorized officer prior to such use.
2. Keep road alterations to a minimum to reduce the amount of horizontal lines cutting across the area.
3. All structures, both temporary and permanent, should be painted with a flat color that blends into the environment, i.e., grayish greens to light browns. The roofs of these structures should utilize color blending roof materials such as light brown asphalt tiles, etc.
4. Bury water and electrical lines when possible.
5. Utilize existing tree cover that grows through the area to screen development.
6. Dead and down trees should be removed for safety and fire hazard purposes.
7. Only arrow projectiles will be allowed on the range; no firearms permitted.
8. The north, west, and south boundaries of the land will be fenced and warning signs will be posted at 100-foot intervals.
9. Smoking of cigarettes, cigars, or pipes will only be allowed in specially designated, cleared areas.
10. The access road between the entry point on the property and the parking area may be covered with enough gravel, oil, or pavement to reduce dust production to a level acceptable to the Authorized Officer of BLM.
11. No trees will be removed. No elderberry plants will be trimmed or removed.

12. Any vegetation planted will be a species native to the Lake Isabella area.
13. The lease is subject to all valid existing rights, and the following listed right-of-way grants: CA 18737 (access road), CA 18738 (electric line), CA 19084 (access road).
14. The lessee shall develop and provide for the BLM authorized officer's review and approval a copy of the agreement with the Mountain Valley Bowhunters for operation of the archery range.
15. The lessee shall comply with the Endangered Species Act in the operation, maintenance and termination of the lease. To avoid potential impacts to the federally threatened Valley Elderberry Longhorn Beetle, the lessee shall contact the Bakersfield Field Office Biologist prior to trimming or removing any elderberry plants (*Sambucus mexicana*). Should additional species become proposed or listed, additional measures may be required.

APPENDIX A

- (1) The lessee and its successors or assigns 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 lands leased herein are used for the purpose for which the lease was made pursuant to the act cited above, 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 Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the lease was made pursuant to the act cited above, or for another purpose involving the provisions of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this lease terminated in whole or in part.
- (3) 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.
- (4) 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 and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility leased.
- (5) The reservations, conditions, and limitations contained in paragraphs (1) through (4) shall constitute a covenant running with the land, binding on the lessee and its successors in interest for the period for which the land described herein is used for the purpose for which this lease was made, or for another purpose involving the provision of similar services or benefits.
- (6) The assurances and covenant required by sections (1)-(5) above shall not apply to ultimate beneficiaries under the program for which this lease is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

**APPENDIX B
COMMITMENTS**

The State of California, Department of Fish & Game hereby commits to the following:

1. Nondiscrimination. Not to discriminate as to access to or use of the land and facilities based on race, color, sex, national origin or handicap (43 CFR 17, Subparts A and B).
2. Development and Management. To develop and manage the lands for an archery range site/facility in accordance with the Plan of Operation and Management Plan approved December 10, 1986, or any legally binding document which revises or supersedes these documents.
3. Use Charges. To make no more than a reasonable charge for the use of facilities on the land (whether by concession or otherwise) and to charge no more for entrance to a use area than is charged at other comparable installations managed by State and local agencies, all charges to be subject to review and modification by the authorized officer under due process procedures.

W. E. Laudermilk
Authorized Officer for State of California
Department of Fish & Game

Regional Manager
Title

5/22/07
Date