

**Morongo Valley  
Community Services District**

**Information on Lease with  
County Regional Parks**



COUNTY OF SAN BERNARDINO  
STANDARD CONTRACT

AMENDMENT NO. 1

FOR COUNTY USE ONLY

County Department EPWA-Regional Parks Department				Contract Number 86-790 (A-1)	
County Department Contract Representative Gerry Newcombe/Coby Hinkle Ph. Ext. 2594				Contractor's License Number:	
Budget Unit No. 501	Sub-Object No. 2230	Fund No. 001	Job No. 81002230	Amount of Contract \$8,500	
Project Name: Lease of property for extension of Covington Park			If contract has more than one payment or receipt, complete the following: Payments Estimate: _____ Approximate Amount Each: _____		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the County, and

Name  
Morongo Valley Community Services District  
Address  
11207 Octillo St., P. O. Box 46  
Morongo Valley, CA 92256  
Phone 619/363-6454 Birth Date \_\_\_\_\_  
Federal ID No. or Social Security No. \_\_\_\_\_

hereafter called DISTRICT

IT IS HEREBY AGREED AS FOLLOWS:

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

WHEREAS, the COUNTY and DISTRICT have previously entered into a lease Agreement, Contract No. 86-790, wherein DISTRICT agreed to Lease certain real property from the COUNTY; and

WHEREAS, the COUNTY and DISTRICT now desire to amend the Lease Agreement.

NOW, THEREFORE, in consideration of mutual covenants and conditions, the parties hereto agree the Lease Agreement, Contract No. 86-790, is amended as follows:

- Delete existing Section 1.A. Premises and Exhibit A relating thereto, and substitute therefore the following as a new Section 1.A. Premises and the attached as a new Exhibit A relating thereto.

"1. Premises

A. In consideration of the mutual covenants set forth herein, COUNTY leases to DISTRICT and DISTRICT

leases from COUNTY the premises depicted on "Exhibit A" which consists of approximately 33.50 acres of the South 1/2 of Section 28, Township 1 South, Range 4 East, SBB&M, together with existing improvements, and including the "well" and its appurtenances and pipeline, identified on Exhibit "A" (the "premises"). A portion of the premises is currently leased by COUNTY to DISTRICT under a lease commencing July 1, 1979, identified as COUNTY's Contract No. 79-551. COUNTY and DISTRICT agree that that lease is terminated and superseded by this lease".

All other provisions and terms of the Lease Agreement, Contract No. 86-790, shall remain the same and are hereby incorporated by reference.

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

MARTHA M. SCUDDER  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By Mary Louise Levano  
Deputy

COUNTY OF SAN BERNARDINO

▶ John Joyner  
Chairman, Board of Supervisors JOHN JOYNER

Dated MAR 23 1987

ATTESTED:

▶ \_\_\_\_\_  
Clerk of the Board of Supervisors

Morongo Valley Community Services District  
(State if corporation, company, etc.)

By ▶ [Signature]  
(Authorized Signature)

Dated 3-3-87

Title President

Address 11207 Octillo St., P. O. Box 46  
Morongo Valley, CA 92256

Approved as to Legal Form  
▶ [Signature]  
County Counsel  
Date 11-3-86

Reviewed as to Affirmative Action  
▶ \_\_\_\_\_  
Date \_\_\_\_\_

Reviewed for Processing  
▶ [Signature]  
Agency Administrator/CAO  
Date \_\_\_\_\_

MINUTES OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA

Regional Parks-Morongo; March 23, 1987  
Agrees. 86-790 and 86-791;  
Community Services District-  
Morongo Valley

FROM: TIM KELLY, Director  
Engineering Contract Services

SUBJECT: MORONGO VALLEY - WILDLIFE PRESERVE  
Lease Amendments - Morongo Valley Community Services &  
The Nature Conservancy

RECOMMENDATION: No. 1

1. Approve amendment /to Agreement No. 86-790 between the County of San Bernardino and the Morongo Valley Community Services District, decreasing the lease area by approximately 1.74 acres. Four (4) votes are required.

No. 1

2. Approve amendment /to Agreement No. 86-791 between the County of San Bernardino and The Nature Conservancy, increasing the lease area by approximately 1.74 acres. Four (4) votes are required.

**BACKGROUND:**

On August 25, 1986, the Board of Supervisors approved leases with the above entities. Since that time, the "least Bell's vireo", a protected bird species, has been sighted in the area. These amendments will place that portion of land where the sighting took place, under the protection of The Nature Conservancy.

**REASON FOR RECOMMENDATION:**

These amendments will allow preservation of a protected species by an appropriate agency.

**REVIEW BY OTHERS:**

These amendments have been recommended by the Regional Parks Department; and approved as to legal form by Deputy County Counsel, Rex Hinesley, on November 3, 1986.

**FINANCIAL:**

There will be no financial impact on the County.

**PRESENTER:**

Tim Kelly

cc: Regional Parks w/agreement  
Contractor w/agreement  
c/o Regional Parks  
Auditor w/agreement  
Special Districts  
Real Property w/agreement  
EPWA  
File w/agreement.

Action of the Board of Supervisors

AGREEMENTS NOS. 86-790 A-1 AND 86-791 A-

**APPROVED** BOARD OF SUPERVISORS  
COUNTY OF SAN BERNARDINO

MOTION	Aye	Aye	Motion	Second	Absent
	1	2	3	4	5

MARTHA M. SCUDDER, CLERK OF THE BOARD

BY \_\_\_\_\_

DATED: MAR 23 1987



**COUNTY OF SAN BERNARDINO  
STANDARD CONTRACT**

FOR COUNTY USE ONLY				
County Department EPWA- Regional Parks Department			Contract Number <b>86-790</b>	
County Department Contract Representative Gerry Newcombe/Coby Hinkle Ph. Ext. 2954			Contractor's License Number:	
Budget Unit No. 501	Sub-Object No. 2230	Fund No. 001	Job No. 81002230	Amount of Contract \$8,500
Project Name: <u>Lease agreement, property located in Morongo</u>			If contract has more than one payment or receipt, complete the following: Payments Estimate: _____ Approximate Amount Each: _____	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the County, and

Name  
MORONGO VALLEY COMMUNITY SERVICES DISTRICT hereafter called DISTRICT

Address  
11207 Octillo St., P. O. Box 46

Monongo Valley, CA 92256

Phone (619) 363-6454 Birth Date \_\_\_\_\_

Federal ID No. or Social Security No. \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**1. PREMISES**

A. In consideration of the mutual covenants set forth herein, COUNTY leases to DISTRICT and DISTRICT leases from COUNTY the premises depicted on Exhibit "A" which consist of approximately 35.24 acres of the South 1/2 of Section 28, Township 1 South, Range 4 East, SBB&M, together with existing improvements, and including the "well" and its appurtenances and pipeline, and the "existing mobile home site" identified on Exhibit "A" (the "premises"). A portion of the premises is currently leased by COUNTY to DISTRICT under a lease commencing July 1, 1979, identified as COUNTY's Contract No. 79-551. COUNTY and DISTRICT agree that that lease is terminated and superseded by this lease.

B. DISTRICT is aware that COUNTY is leasing the balance of the Southeast 1/4 of said Section 28 to the Nature Conservancy ("CONSERVANCY") and DISTRICT agrees to cooperative use with CONSERVANCY of certain facilities, as follows. COUNTY's lease to CONSERVANCY shall require CONSERVANCY to permit the general public using DISTRICT's park facilities to have access to the existing roadway, parking facilities and restrooms without charge. COUNTY is leasing the existing mobile home site to DISTRICT for use by a caretaker, and COUNTY is leasing to DISTRICT the existing well and its appurtenances, together with the pipeline to provide a water supply for use on the premises. DISTRICT shall provide to CONSERVANCY sufficient water for the existing restrooms and drinking fountains on the premises leased from COUNTY to CONSERVANCY.

COUNTY'S lease to CONSERVANCY shall require CONSERVANCY to permit DISTRICT'S employees and contractors to have reasonable access to the mobile home site, well, and pipeline for DISTRICT'S purposes set forth above.

**2. TERM**

The term of this Lease shall commence upon execution by COUNTY and expire December 31, 2008.

**3. RENT**

DISTRICT shall pay to COUNTY as rent for the premises for the term stated the sum of \$1.00, the receipt and sufficiency of which is acknowledged.

**4. USE**

DISTRICT agrees to manage the premises as a public park. All facilities on the premises shall be available for use by the general public as reasonable demand justifies. DISTRICT agrees that the premises shall be subject to the vehicle use regulations and general use regulations applicable to regional parks of the County of San Bernardino, currently set forth in County Code Sections 28.032 and 28.034, and to any County ordinance amending or superseding those provisions. DISTRICT agrees to take all actions within its powers which may be necessary to enforce such regulations on the premises.

**5. COMPENSATION TO DISTRICT**

In consideration for DISTRICT'S management of the premises in accordance with this Lease, COUNTY agrees to pay to DISTRICT \$8,500 each year for the first five calendar years of this Lease, payable \$2,125 at the commencement of each quarter year for the first five calendar years of the term of this Lease. Quarters commence on January 1, April 1, July 1, and October 1 of each calendar year. COUNTY agrees to pay a late charge of Twenty-five Dollars (\$25.00) for any payment not made within thirty (30) days of the due date. Additionally, any payment not made within thirty (30) days of the due date shall bear simple interest at the legal rate, commencing on the due date, until paid. Amounts paid by COUNTY to DISTRICT under previous Interim Use Permits covering the premises shall be credited against amounts owed under this paragraph. Any amounts due under said permits but unpaid on the date of execution of this lease shall be paid to DISTRICT in one lump sum. DISTRICT agrees to use the

funds paid by COUNTY solely to defray DISTRICT's expenses of operation and maintenance of the premises.

**6. REPAIRS, MAINTENANCE, ALTERATIONS, IMPROVEMENTS**

DISTRICT will not make any alterations or improvements on the site without COUNTY'S prior written approval, which shall not be unreasonably withheld. Any alteration or improvement made by DISTRICT which is permanently affixed to the premises shall remain so affixed and shall become the property of the COUNTY at the termination of this Lease. Any alteration or improvement made by DISTRICT which is not permanently affixed to the premises shall be removed by DISTRICT at the termination of this Lease and DISTRICT shall repair any damage caused by such removal. DISTRICT agrees to perform all necessary maintenance and repairs of all structures, facilities, roads, and parking areas on the premises. In the event any COUNTY-owned property which is leased to DISTRICT hereunder is damaged or destroyed, DISTRICT agrees to repair or replace the property. In the event any DISTRICT-owned property is damaged or destroyed, DISTRICT, in its sole discretion, shall repair or replace the property, or completely remove the property from the premises and return the premises to a safe condition.

**7. INSPECTIONS**

COUNTY may enter and inspect the premises at any reasonable time, without notice.

**8. TAXES**

DISTRICT recognizes and understands that this Lease may create a possessory interest subject to property taxation and that DISTRICT may be subject to the payment of property taxes levied on such interest. DISTRICT covenants and agrees to pay all taxes, including possessory interest tax, and assessments upon all improvements, fixtures, furniture, and other property owned by DISTRICT and used in the exercise of DISTRICT'S rights under this Lease or levied by reason of the DISTRICT'S operations pursuant to this Lease.

**9. CLAIMS FOR LABOR AND MATERIALS**

DISTRICT shall pay all costs of any alterations or additions it makes to any building, structure, or improvement located on the premises and shall keep the premises and the improvements located thereon free and

clear of any and all claims and liens arising out of the performance of work or furnishing of materials.

COUNTY shall have at all times the right to post and keep posted on the premises such notices as may be provided for under and by virtue of the laws of the State of California for the protection of the premises from mechanics liens or liens of similar nature.

#### 10. INDEMNITY AND INSURANCE

A. COUNTY shall not be liable at any time for loss, damages, or injury to the person or property of any person whomsoever at any time, which is directly or indirectly occasioned by or arising out of: (1) any act of DISTRICT or of anyone holding under DISTRICT, (2) the occupancy or use of the premises or any part thereof by or under the DISTRICT, or (3) directly or indirectly from any state or condition of said premises or any part thereof during the term of this lease, provided, however, that COUNTY shall be liable for any damage or injury caused by a negligent or intentional act or omission of the COUNTY, its employees, agents or contractors.

B. Notwithstanding anything to the contrary herein contained, and irrespective of and regardless of the limits of any insurance carried by DISTRICT for the benefit of COUNTY, DISTRICT agrees to protect, defend, indemnify, and hold COUNTY and its officers, agents, and employees harmless from any and all damages arising out of the use and occupancy of the premises by DISTRICT, except such as arise out of the negligent or intentional act or omission of the COUNTY.

C. LIABILITY INSURANCE. DISTRICT agrees to procure and maintain a policy or policies of public liability and property damage insurance with an insurance company or companies approved by COUNTY, for the benefit of DISTRICT and COUNTY, in amounts no less than that set forth below and under and by the terms of which, COUNTY and its respective boards, commissions, officers, agents, and employees are protected from and insured against any and all loss, damage or liability of whatsoever nature, arising out of or in connection with DISTRICT's use of or operations on the premises during the term of the lease as set forth in paragraphs A and B above. The limits of liability on any policy of public liability and property damage shall be at least one million dollars (\$1,000,000.00) combined single limit for bodily injury and property damage. COUNTY shall be an additional named insured.

D. WORKERS' COMPENSATION. DISTRICT shall at all times hereunder comply with the provisions of the California Labor Code relating to workers' compensation. COUNTY may require evidence of such insurance coverage for DISTRICT employees.

E. FIRE INSURANCE. COUNTY, during the term of this lease, agrees to carry sufficient fire insurance for the benefit of both COUNTY and DISTRICT, as their interest may appear, to cover the permanent buildings, improvements and other property owned by COUNTY on the premises. DISTRICT is responsible for insuring its property against loss by fire.

F. EVIDENCE OF COVERAGE. DISTRICT shall deliver to COUNTY a copy of the insurance policy or policies procured by DISTRICT under the terms hereof; or shall deliver in lieu thereof certificates of coverage from the insurance company or companies writing said policy or policies of insurance, which certificates shall, among other things, name the company writing the same, and list the policy number, amount of coverage, and provisions thereof.

G. PREMIUM PAYMENTS. DISTRICT shall pay any and all premiums or other expenses arising in connection with the furnishing of the insurance of DISTRICT as herein provided.

H. CANCELLATIONS AND RENEWALS. The policies or certificates of insurance required by this lease shall contain endorsements providing that the insurance company will not cancel such policies without thirty (30) days prior written notice to COUNTY. Said policies or certificates shall be in a form satisfactory to COUNTY; and DISTRICT shall, upon receipt, forthwith submit to COUNTY certificates or counterparts of any new or renewal policies effective during the term of the lease at least twenty (20) days prior to their effective date or dates.

#### 11. EMINENT DOMAIN

If any part of the premises shall be taken by any paramount public authority under the power of eminent domain, then the term of this lease shall cease to the extent that it relates to the part so taken, without any right of recovery by DISTRICT for such taking, from the day the possession of that part shall be required for public purpose. If the whole or a substantial part of the premises be so taken, then upon such taking, DISTRICT shall have the right either to cancel this lease and declare the same null and void, or to continue its operations on the remainder of the premises under the terms herein provided.



B. NO WARRANTIES: COUNTY makes no warranties. In the event that this agreement or any provision thereof shall be determined to be null and void by a court of competent jurisdiction, neither COUNTY nor any of its officers, agents, or employees, or members of the San Bernardino County Board of Supervisors shall be liable to DISTRICT, or to any person holding under or through DISTRICT for any claim, loss or damage of any nature whatsoever suffered or alleged to be suffered by DISTRICT or such person by reason of such determination.

C. ASSUMPTION OF RISK: DISTRICT assumes all risks incident to the use or occupation of the premises in their present condition or in any condition thereof which may prevail during the term of this lease, except such as are caused by a negligent or intentional act or omission of the COUNTY.

D. DETRIMENTAL MANDATES: Any major changes in the operation of the DISTRICT which are or may be mandated by a court or government agency of competent jurisdiction, which operate to the substantial detriment of COUNTY or DISTRICT, and which are beyond the control of DISTRICT and COUNTY, will make the affected terms of this lease subject to renegotiation.

## 15. MISCELLANEOUS

A. NO WAIVER: No waiver by either party at any time of any of the terms and conditions of this lease shall be deemed to operate as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

B. NO DISCRIMINATION: Neither DISTRICT nor any person claiming under it shall discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status with respect to the concession granted herein or the occupancy, use, or enjoyment of the premises, and CONSERVANCY shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and orders.

C. NO SEGREGATION: DISTRICT shall not discriminate against or cause the segregation of any person or group of persons on account of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in the occupancy, use, tenure or enjoyment of the leased premise, nor shall DISTRICT or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of or by any person within the leased premises.

D. INVALIDITY: The invalidity of any provision in this lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

16. GRANT AGREEMENTS

Portions of the premises were acquired by COUNTY with the aid of grants from the State of California and the United States of America.

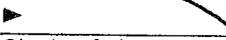
COUNTY holds those portions of the premises subject to a grant agreement with the U.S. Department of Housing and Urban Development, dated November 26, 1968, a copy of which is attached hereto, marked Exhibit "B", and a grant agreement with the State of California, Department of Parks and Recreation, dated July 29, 1968, a copy of which is attached hereto, marked Exhibit "C". DISTRICT agrees to be bound by all applicable terms and conditions of those agreements and all applicable State and Federal laws and regulations relating thereto.

COUNTY OF SAN BERNARDINO

  
 Chairman, Board of Supervisors ROBERT L. HAMMOCK

Dated AUG 25 1986

ATTESTED:

  
 Clerk of the Board of Supervisors

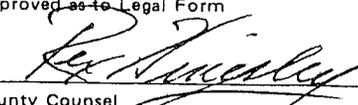
Maranga Community Services District  
 (State if corporation, company, etc.)

By Ruth C. McKeary  
 (Authorized Signature)

Dated March 10, 1986

Title Secretary/Mgr.

Address 11207 Ocotillo St. - P.O. Box 46  
Maranga, Vascon, Calif. 92256

Approved as to Legal Form  
  
 County Counsel  
 Date March 12, 1986

Reviewed as to Affirmative Action  
  
 Date \_\_\_\_\_

Reviewed for Processing  
  
 Agency Administrator/CAO  
 Date \_\_\_\_\_

# INTER-OFFICE MEMO



25

DATE July 26, 1979

FROM Robert K. Meeks, Director  
Real Property Division

TO THE HONORABLE BOARD OF SUPERVISORS

PHONE 3331/1912

AGREEMENT NO. 79-551

SUBJECT MORONGO REGIONAL PARK  
Approve Agreement for Youth and Athletic Fields

RECOMMENDATION:

Approve land lease agreement between Morongo Community Services District and County Regional Parks for development and operation of youth and athletic fields for a term of twenty-five (25) years for a compensation of one dollar (\$1.00) per year on a County owned parcel adjacent to Morongo Regional Park.

BACKGROUND INFORMATION:

San Bernardino County purchased, via funds from the 1974 State Bond Act, a 20.8<sup>±</sup> acrea parcel adjacent to Covington Park and Morongo Regional Park. The purpose of this acquisition was to: 1) secure a buffer between the Wildlife Reserve of an area approximately 12.15 acres in size; and 2) to provide some land for Morongo CSD to replace a ballfield which was obstructed when Morongo Regional Park was constructed.

REASON FOR RECOMMENDATION:

This action completes a three year old promise which was worked out between the Audubon Society, the local people and the Regional Park Advisory Commission.

UNUSUAL CIRCUMSTANCES:

Leadership in the Audubon Society has changed and possibly the consensus that once existed may now be fragmented.

REVIEW BY OTHER DEPARTMENTS:

Has been reviewed and approved by County Counsel and PWA Real Property Division.

REVIEW BY ADVISORY GROUPS:

Has been reviewed by County Regional Parks Advisory Commission.

ORIGINATING DEPARTMENT: Regional Parks by Gary D. Patton (Ext. 1912)

GDP:jt

Approved:

*John M. Bernard*  
JOHN M. BERNARD, Administrator  
Public Works Agency

<b>APPROVED</b> BOARD OF SUPERVISORS COUNTY OF SAN BERNARDINO				
1	2	3	4	5
ANDREE DISHAROON, CLERK OF THE BOARD				
BY _____				
DATED: <u>AUG 6 1979</u>				



COUNTY OF SAN BERNARDINO  
STANDARD CONTRACT

County Department: <u>PWA/Regional Parks</u>				CONTRACT NUMBER: <u>77-551</u>	
County Department Contract Representative: <u>Gary Patton/Andy Herndon Ph. Ext. 1912</u>				<input type="checkbox"/> Renewable <input checked="" type="checkbox"/> Terminates Date: <u>6/30/2004</u>	
Budget Unit No. <u>501</u>	Sub-Object No. <u>9370</u>	Fund No. <u>001</u>	Job No.	Amount of Contract <u>\$25.00</u>	
Check One: <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue			If contract has more than one payment or receipt, complete the following.		
S.S.A. # _____			Number of payments: _____		
or Federal Employer ID # _____			Estimated amount of each: \$ _____		

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereafter called the County, and

MORONGO COMMUNITY SERVICES DISTRICT

hereafter called DISTRICT

IT IS HEREBY AGREED AS FOLLOWS:

*(Use space below and reverse side of form if needed. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

1. This Agreement, shall be for a term of twenty-five (25) years, beginning July 1, 1979 and ending June 30, 2004, unless sooner terminated or extended as hereinafter provided.
2. For the term of this agreement DISTRICT shall have full and exclusive right to the use of the land shown on Exhibit "A" as attached and hereinafter made a part of this lease.
3. DISTRICT shall have the right to develop and operate baseball and athletic fields, concession stand, restroom and parking lot.
4. DISTRICT shall pay to the COUNTY, as compensation, for the term of this agreement, the sum of one dollar (\$1.00) per year. Said compensation is due and payable on the first (1st) day of July each year during the term of this lease.
5. DISTRICT undertakes and agrees to cause to be designed and constructed on the LEASE AREA a baseball field, athletic playfield, snack bar stand, parking lot and restroom. All design, engineering, detailed plans, working drawings and construction specifications must meet the COUNTY approval prior to construction.  
  
In addition, DISTRICT must receive, in writing, prior authorization from COUNTY for approval for all land grading; staking prior to location of any structures or related appurtenances and/or use of construction materials and methods.
6. All structures and improvements including alterations made, erected or constructed by DISTRICT upon the LEASE AREA shall remain the property of DISTRICT until expiration or termination of this lease. At the expiration or termination of this lease, all structures and improvements made upon the LEASE AREA shall vest in COUNTY.

Any provisions on the reverse side and referenced attachments hereof constitute a part of this contract and are incorporated herein in full.

7. DISTRICT agrees to operate and manage the services and facilities offered in first-class manner.
8. All facilities shall be available for use by the general public as reasonable demand justifies.
9. DISTRICT agrees to pay all public utility charges, including electricity, gas, trash collection, sewer and telephone. COUNTY hereby grants to DISTRICT the right to operate the well as identified in Exhibit "B" for the purposes of domestic and irrigation use upon the LEASE AREA. DISTRICT must pay for the hook-up and operation of the well.
10. DISTRICT shall not assign this lease or any interest therein and shall not sublet any portion of the LEASE AREA or improvements thereon for any purpose whatsoever, unless COUNTY has previously given its written consent.
11. The DISTRICT agreeest to indemnify and hold COUNTY harmless from all losses, damages, liabilities, and expenses arising from the operation on the LEASE AREA and any actions of the DISTRICT, its agents or invitees. The DISTRICT will furnish COUNTY with a copy of an acceptable liability insurance policy in the amount of \$300,000 each occurrence, \$100,000 each person and \$50,000 property damage. COUNTY shall be named beneficiary under any claims that may arise from DISTRICT'S operation.
12. DISTRICT shall be responsible for securing any and all permits, and/or approvals as may be required under Federal, State or local laws in order to execute the intent of this lease.
13. Notwithstanding, any provision in this agreement to the contrary, either party hereto may terminate this agreement without cause upon written notice delivered to the other party at least thirty (30) days prior to the noticed date of termination.

ANDREW BISHARON, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certifies the foregoing instrument to be a full, true and correct copy of the original now on file in my office.  
 Dated: AUG 8 1979

ANDREW BISHARON  
 Clerk of the Board

By Marianne Williams  
 Deputy  
 (State if corporation, company (etc.))

By Samuel Smith  
 (Authorized Signature)  
 Dated 7/27/79  
 Title PRESIDENT - Bd of Directors  
 Address PO Box 661, Morongo Valley, CA

COUNTY OF SAN BERNARDINO

Robert O. Jensen  
 Vice Chairman, Board of Supervisors

Dated AUG 8 1979

ATTESTED:  
Marianne Williams  
 Deputy Clerk of the Board of Supervisors

Reviewed by PWA Real Property  
 By: Robert K. Smith

Approved as to legal form  
 County Counsel

"Original signed  
 By Edward Duddy  
 Dep. County Counsel" 7-27-79

Reviewed as to budget expenditure  
 County Administrative Office

MANAGEMENT CONCEPT, BIG MORONGO WILDLIFE RESERVE

The Nature Conservancy and the Morongo Valley Community Services District are exploring the possibility of leasing complementary portions of the Big Morongo Wildlife Reserve from the San Bernardino Regional Parks District. This concept would involve two separate, long-term management leases. Both leases will be subject to the same restrictions assumed by the Regional Parks District when the property was acquired.

Under this concept, the Community Services District will lease approximately 30 acres adjoining Covington Park, (see map below). This acreage would include the eleven acres between Covington Park and the new ball field, as well as about 20 acres east of the Park, now in mowed grass.

The Nature Conservancy will Lease the remaining area which is adjacent to its Big Morongo Preserve. The Conservancy would establish a resident manager or caretaker on the site, restore the existing structures, establish an expanded interpretive program and initiate a program of vegetation restoration on the site.

