

***Note: This Agricultural Lease/Special Use Permit (Lease) and Ranch Operating Agreement (ROA) template would allow ranching activities to continue in a manner consistent with the preferred alternative identified in the GMPA Final Environmental Impact Statement (GMPA/EIS). If the preferred alternative is selected for implementation in the GMPA Record of Decision, the NPS would issue a Lease and ROA for each ranch operation. The provisions of this lease template may be further refined before issuance.***

**POINT REYES NATIONAL SEASHORE AND  
NORTH DISTRICT GOLDEN GATE NATIONAL RECREATION AREA  
AGRICULTURAL LEASE/PERMIT**

*THIS AGRICULTURAL LEASE/PERMIT* (Lease) is made and entered into as of *(insert date)*, by and between the United States Department of the Interior, National Park Service (NPS or Lessor), an agency of the United States of America and \_\_\_\_\_ and \_\_\_\_\_ (collectively referred to as Lessee).

*WHEREAS*, the Point Reyes National Seashore (Point Reyes) and the North District of Golden Gate National Recreation Area (GGNRA) are administered by the Secretary of the Department of the Interior through the Superintendent of Point Reyes National Seashore pursuant to the National Park Service Organic Act, 54 U.S.C. Section 100101(a), the enabling acts for Point Reyes and GGNRA, 16 U.S.C. Section 459c *et seq.* and 16 U.S.C. Section 460bb *et seq.* respectively, and other laws applicable to units of the National Park System, and

*WHEREAS*, the NPS is authorized to lease agricultural lands within Point Reyes and GGNRA in accordance with the terms and conditions of 16 U.S.C. § 459c-5 and § 460bb-2(j) respectively; and under the NPS Organic Act, the NPS may issue special use permits, and

*WHEREAS*, on January 31, 2013, the Director of the National Park Service delegated the authority to issue agricultural lease/permits in Point Reyes and GGNRA to the Regional Director, Pacific West Region for terms up to 20 years, and

*WHEREAS*, on \_\_\_\_\_, 2020 the NPS issued a Record of Decision (ROD) for the *Point Reyes National Seashore and the North District of Golden Gate National Recreation Area General Management Plan Final Environmental Impact Statement* (GMPA/EIS) which authorized ranching operations as set forth in the ROD, and

*WHEREAS*, Lessee desires to lease certain property from Lessor as more particularly described on Exhibit A (the Premises); and

*WHEREAS*, Lessor has agreed to lease the Premises to Lessee on the terms, agreements, covenants, conditions and provisions set forth in this Lease and solely for the purposes provided in this Lease.

*NOW THEREFORE*, in consideration of the rents to be paid under this Lease and all of the terms, agreements, covenants, conditions and provisions contained in this Lease, Lessee and Lessor (the Parties) hereby agree as follows:

## 1. DEFINITIONS

As used in this Lease and the Ranch Operating Agreement, the following terms shall have the following meanings:

- 1.1. "Agency" means any federal, state or local agency, department, commission, board, bureau, office or other governmental authority having jurisdiction.
- 1.2. "Applicable Laws" includes, without limitation, all present and future statutes, regulations, rules, requirements, ordinances, codes, Environmental Requirements, guidelines, judgments, orders and the like, and any amendments thereto, of any Agency or judicial body, whether now existing or hereafter established, relating to or affecting the Premises or the use or occupancy of the Premises.
- 1.3. "Commencement Date" is as defined in Article 5 of this Lease.
- 1.4. "Cyclic Maintenance" means (i) all repairs, maintenance, or replacement-in-kind necessary to maintain the Premises and the existing improvements thereon, (including roads identified in the ROA) in good order, condition, and repair without materially altering their appearance; (ii) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without materially altering the appearance of the Premises; (iii) the repair or replacement-in-kind of broken or worn-out elements, parts or surfaces so as to maintain the existing appearance of the Premises; and (iv) scheduled inspections of all building systems on the Premises. The term Cyclic Maintenance also includes the Preservation Maintenance activities in Appendix G to the GMPA/EIS.
- 1.5. "Default" means Lessee's failure to keep and perform any of the Provisions of this Lease.
- 1.6. "Diversification Activities" mean those activities listed in Table 6 the GMPA/EIS and approved in the Record of Decision. This term also includes, without limitation, the following types of activities that are consistent with the GMPA/EIS as approved in the ROD, but which would only be authorized after further review in accordance with Article 21: small-scale processing of products produced in the GMPA/EIS planning area; larger numbers of chickens, sheep and goats than specified in Table 6; other livestock species that are consistent with the GMPA/EIS and ROD; horse boarding; and irrigated crops in the Ranch Core subzone.
- 1.7. "Environmental Requirements" means, without limitation, all standards or requirements relating to the protection of human health or the environment such as:

- 1.7.1. standards or requirements pertaining to the reporting, permitting, management, monitoring, investigation or remediation of emissions, discharges, releases, or threatened emissions, releases or discharges of Hazardous Materials into the air, surface water, groundwater, or land;
  - 1.7.2. standards or requirements relating to the manufacture, handling, use, treatment, storage, disposal, or transport of Hazardous Materials; and
  - 1.7.3. standards or requirements pertaining to the health and safety of employees or the public.
- 1.8. "Expiration Date" is as defined in Article 5 of this Lease.
- 1.9. "Hazardous Materials" means, without limitation, any material or substance, whether solid, liquid, or gaseous in nature,
- 1.9.1. the presence of which requires reporting, permitting, management, monitoring, investigation or remediation under any Environmental Requirement; or the presence of which poses or threatens to pose a hazard to the environment or human health and safety;
  - 1.9.2. that is or becomes defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "pollutant," "discharge," "waste," "contaminant," or "toxic contaminant" under any Environmental Requirement, or any above-ground or underground storage containers for the foregoing;
  - 1.9.3. that is toxic, explosive, corrosive, flammable, infectious, radioactive, reactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment and is or becomes regulated under any Environmental Requirement;
  - 1.9.4. that contains, without limitation of the foregoing, gasoline, diesel fuel or other petroleum hydrocarbons or derivatives, or is an above-ground or underground storage container for the same;
  - 1.9.5. that contains, without limitation of the foregoing, polychlorinated biphenyls (PCBs), asbestos, asbestos-containing materials, lead-based paints, urea formaldehyde foam insulation; pesticides or
  - 1.9.6. that contains or consists of radon gas.
- 1.10. "Hazardous Materials Occurrence" means any use, generation, treatment, keeping, storage, transport, release, disposal, migration, or discharge of any Hazardous

Materials from, on, under or into the Premises or the Park that causes any environmental contamination.

- 1.11. "Improvements or Alterations" means any construction or improvement that does not fall within the definition of Cyclic Maintenance.
- 1.12. "Lease" means this instrument which contains those certain termination and revocation provisions as provided for herein.
- 1.13. "Management Activities" are those activities outlined in Appendix F to the GMPA/EIS together with their associated Mitigation Measures and Practice Standards. The Mitigation Measures and Practice Standards may be updated from time to time to ensure protection of the Park, address changes in Applicable Laws, or conform to changes in Agency standards or requirements (e.g., Regional Water Quality Control Board or Natural Resource Conservation Service).
- 1.14. "NPS" means the management officials in charge of the administration and operation of Point Reyes and the GGNRA north district, including the Superintendent or his/her designee(s).
- 1.15. "Park" means, without limitation, all lands, waters and structures within the legislative boundaries of Point Reyes National Seashore and the north district Golden Gate National Recreation Area, all natural and cultural resources within such boundaries, and any other property within such boundaries belonging to or administered by the NPS. As appropriate given the context, this term also includes the visiting public and NPS employees.
- 1.16. "Personal Property" means all furniture, fixtures, equipment, appliances, inventory, supplies and apparatus placed on the Premises that are neither permanently attached to nor form a part of the Premises, whether leased or owned by Lessee. In addition, manufactured housing units identified in the ROA constitute Lessee's Personal Property.
- 1.17. "Premises" shall mean the approximately \_\_\_\_\_ acres of land shown in Exhibit A and all improvements thereon, but not including items of Personal Property.
- 1.18. "Preservation Maintenance" refers to the maintenance activities outlined in Appendix G to the GMPA/EIS.
- 1.19. "Provision" shall mean any term, agreement, covenant, condition or provision of this Lease or any combination of the foregoing.

- 1.20. "Ranch Operating Agreement (ROA)" refers to Exhibit B to this Lease which describes the activities that Lessee is allowed to conduct on the Premises together with associated mitigation measures and conditions to ensure the protection of Park resources and consistency with the GMPA/EIS as approved in the ROD. Activities will only be included in an ROA if they have been subject to NPS review and approval in accordance with the National Environmental Policy Act and other Applicable Laws, including the NEPA process for the GMPA/EIS.
- 1.21. "Streamlined Activities" are defined in Article 20 of this Lease.
- 1.22. "Term" is as defined in Article 5 of this Lease.
- 1.23. "Termination Date" means the Expiration Date or such earlier date as this Lease is terminated or revoked pursuant to any Provision of this Lease.

## 2. LEASE OF THE PREMISES

### 2.1. Lease of the Premises; Reservation of Rights

In accordance with the powers granted by Congress, Lessor, for and in consideration of all of the rents and Provisions contained in this Lease to be paid, kept and performed by Lessee, hereby leases to Lessee, and Lessee hereby hires, upon and subject to all of the rents and Provisions contained in this Lease, from Lessor, the Premises:

subject to all Applicable Laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise actually known to Lessee or reasonably ascertainable by inspection or survey;

excepting and reserving unto Lessor and its agents the right to enter and to permit any Agency to enter upon the Premises for the purposes of inspection, inventory, or when otherwise deemed appropriate by Lessor for the protection of the interests of Lessor, including Lessor's interests in any natural or cultural resources located on, in or under the Premises;

excepting and reserving to Lessor the right at any time to close to travel any of its lands, to erect and maintain gates and fences at any point thereon, to regulate or prevent traffic of any kind thereon, to manage wildlife thereon, to prescribe the methods of use thereof, and to maintain complete dominion over the same; provided, however, that at all times during the Term, Lessor shall provide Lessee and Lessee's invitees with reasonable access to the Premises subject only to interruptions related to maintenance, management or administrative operations, or by matters beyond Lessor's control; and

provided further that Lessee hereby waives any claims for damages for any injury, inconvenience to or interference with Lessee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by Lessor's exercise of its rights under this Section 2.1 except to the extent that the damages, expenses, claims or suits result from the willful misconduct or sole negligence of Lessor, or its employees or contractors; provided, further, that Lessor shall be liable only to the extent such claims are allowed under the Federal Tort Claims Act;

## 2.2. Easements

Nothing contained in this Lease shall give or be deemed to give Lessee an independent right to grant easements or other rights-of-way over, under, on, or through the Premises.

## 2.3. Mineral Rights

Lessor hereby retains the sole and exclusive right to oil, gas, hydrocarbons and other minerals (of whatsoever character) in, on, or under the Premises.

## 2.4. Water Rights

Water rights will be perfected as deemed necessary by the Lessor in its own name for water developed or used in connection with this Lease. The Lessee shall furnish Lessor such information as is necessary for the perfection and maintenance of such rights, including statutory fees, and information for the management and protection of the Park. Lessee shall not perfect water rights in Lessee's own name or in the name of any other entity.

Upon request, Lessee shall monitor the use of appropriated water and provide information to Lessor relating to Lessor's water rights reporting requirements under Applicable Laws.

# 3. ACCEPTANCE OF THE PREMISES

## 3.1. Lessee's Due Diligence

Prior to entering into this Lease, Lessee has made a thorough, independent examination of the Premises and all matters relevant to Lessee's decision to enter into this Lease, and Lessee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet Lessee's needs.

## 3.2. "As Is" Condition of the Premises

Lessee hereby expressly accepts the Premises and all improvements thereon in their existing "AS IS" condition "WITH ALL FAULTS" and acknowledges that in entering into this Lease, Lessee does not rely on, and Lessor does not make, any express or implied representations or warranties as to any matters including, without limitation, the suitability of the soil or subsoil; any characteristics of the Premises or improvements thereon; the suitability of the Premises for the approved use; the economic feasibility of Lessee's use and occupancy of the Premises; title to the Premises; the presence of Hazardous Materials in, on, under or in the vicinity of the Premises; variations in weather or environmental conditions affecting Lessee's intended use of the Premises; or any other matter. Lessee has satisfied itself as to such suitability and other pertinent matters by Lessee's own inquiries and tests into all matters relevant to determining whether to enter into this Lease and Lessee hereby accepts the Premises.

#### 4. USE OF THE PREMISES AND RANCH OPERATING AGREEMENT

- 4.1. Lessee is authorized to use the Premises for cattle ranching and other activities expressly set forth in the Ranch Operating Agreement (ROA) attached hereto as Exhibit B and only those uses.
- 4.2. For Leases where residential use is authorized, Lessee agrees to use the Premises as the principle residence (as defined by the Internal Revenue Service) of at least one of the undersigned Lessees throughout the entire Term of the Lease. The NPS may grant written exemptions to the residential requirement on a case-by-case basis.
- 4.3. Lessee's use of the Premises is contingent on Lessee's execution of and good faith participation in the development and implementation of the Initial ROA and all subsequent ROAs. No changes to the uses and activities on the Premises may occur unless approved in an ROA duly executed by the Parties.
- 4.4. Lessee agrees to meet with Lessor within three (3) months of the issuance of the Record of Decision for the GMPA/EIS to develop the first ROA (Initial ROA). For the Initial ROA, priority consideration will be given to addressing ongoing activities over new activities. Thus, the Initial ROA will focus on operating conditions for ongoing activities, including beef or dairy ranching activities, to ensure that they are carried out in accordance with the terms of the GMPA/EIS as approved in the ROD. Proposals for Streamlined or Consistent Activities (see Section 4.6) will be reviewed and considered as time permits, and may not be able to be included in the Initial ROA. The Parties may agree to keep the Initial ROA in effect for two years from date of issuance.
- 4.5. In each subsequent year of the Lease Term, Lessee agrees to meet with NPS on a yearly basis (not later than March 1st of each year) to discuss whether any

changes should be made to the ROA in effect at that time.

- 4.6. If Lessee desires to undertake a Streamlined Activity or Consistent Activity at any time during the term of the Lease, Lessee shall submit an initial proposal to NPS at least 30 days in advance of the next yearly ROA meeting, as directed in Articles 20 and 21 respectively.
- 4.7. The purposes of the yearly ROA meetings are to discuss (i) all aspects of Lessee's use of the Premises so that NPS and Lessee can develop an ROA that ensures compliance with the Lease and includes appropriate operating conditions for all approved uses; (ii) any issues of concern; (iii) any proposals for Streamlined or Consistent Activities submitted by Lessee; and (iv) the Cyclic Maintenance activities performed by Lessee in the prior year, including the Cyclic Maintenance information submitted by Lessee under Section 4.12.
- 4.8. During the yearly ROA meetings, NPS may identify for discussion with Lessee activities that should be included in the ROA in order to ensure that the condition and use of the Premises conform to the terms of this Lease. In addition, if NPS determines that changes to Lessee's operations are needed to protect Park resources or to be consistent with the terms of the GMPA/EIS and ROD, NPS may require the inclusion of appropriate provisions in the ROA.
- 4.9. Following a yearly ROA meeting in which Lessee does not submit any proposals for Streamlined or Consistent Activities, NPS will use its best efforts to prepare the ROA for Lessee's signature within 3 months of the yearly ROA meeting. Following a yearly ROA meeting in which Lessee submits one or more proposals for Streamlined or Consistent Activities, NPS will use its best efforts to prepare an ROA for Lessee's signature within 3 months of the conclusion of the review process under Article 20 or 21 as appropriate. If a number of ranchers submit proposals for Streamlined or Consistent Activities in the same year, NPS's ability to review these proposals may be delayed. Delays in approvals by other Agencies may also affect the ability to include Streamlined or Consistent Activities in an ROA. In the event of delays, NPS may issue an ROA authorizing ongoing activities that are consistent with the GMPA/EIS and ROD (or recertify an existing ROA under Section 4.11), and provide a revised ROA at a later date if any Streamlined or Consistent Activities are subsequently approved.
- 4.10. Lessee agrees to sign the Initial ROA within 60 days of the first yearly ROA meeting between the Parties. Lessee agrees to sign all subsequent ROAs within 30 days of transmittal by NPS. Other than the Initial ROA which may be issued for a 2-year period, all subsequent ROAs will be issued for a 1-year period.
- 4.11. If neither Party seeks changes to the ROA in a given year, the prior year's ROA will be recertified by both Parties adding their signatures thereto.

- 4.12. Prior to January 31st of each calendar year during the Lease Term, Lessee shall provide NPS with written documentation of Cyclic Maintenance activities completed in the prior calendar year and suggested Cyclic Maintenance activities for the following year. By the same date, Lessee shall certify that Lessee has inspected all utility systems on the Premises (including water, electrical and septic) and shall provide written documentation that the operational condition of these systems conforms to the terms of Article 18.
- 4.13. The ROA in effect at any particular time is fully incorporated into and considered a Provision of this Lease.
- 4.14. Failure of Lessee to timely execute the Initial ROA or any subsequent ROA is grounds for termination of this Lease.
- 4.15. If Lessee desires to host special events on Premises, as defined in 36 CFR Section 2.50, Lessee shall contact NPS and apply for a Special Use Permit. If approved by NPS, Lessee shall conduct the activity in accordance with the terms of the Special Use Permit. Activities approved in the ROA do not require a separate Special Use Permit.
- 4.16. Lessee's use and occupancy of the Premises shall be in accordance with all of the Provisions contained in this Lease, the ROA and all Applicable Laws. No use of land or waters beyond the boundaries of the Premises is authorized.
- 4.17. Lessee shall not engage in any activity that may be dangerous or harmful to persons, property or the Park; that constitutes or results in waste or unreasonable annoyance (including, without limitation, the introduction of signage or the use of loudspeakers or sound or light apparatus that could disturb Park visitors outside the Premises); that in any manner causes or results in a nuisance; or that is of a nature that it involves a substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode.
- 4.18. The Parties hereby acknowledge and agree that Lessee's covenant that the Premises shall be used and maintained as set forth in this Article 4 is material consideration for Lessor's agreement to enter into this Lease. The Parties further acknowledge and agree that any violation of said covenant shall constitute a Default under this Lease.
- 4.19. Lessee's use of the Premises is subject to the right of the NPS to establish trails, roads and other improvements and betterments over, upon, or through said Premises and further to the use by travelers and others of such roads and trails as well as those already existing. Lessee understands that Park visitors are authorized to recreate on the various pastures and fields included in the Premises, even in

areas where there are no established trails. Lessee is authorized to inform Park visitors that they are not allowed to enter residential units or other structures on the Premises without Lessee's consent.

- 4.20. Lessee's operations under this Lease must be performed in accordance with the conditions outlined in the following:

4.20.1. U.S. Fish and Wildlife Service (USFWS) Biological Opinion for the General Management Plan Amendment, dated -----, including the reporting requirements related to take of listed species in section \_\_\_\_ of the Opinion.

4.20.2. National Oceanic and Atmospheric Administration (NOAA) Fisheries Biological Opinion for the General Management Plan Amendment, dated -----, including the reporting requirements related to take of listed species in section \_\_\_\_ of the Opinion.

4.20.3 *(Note: Additional regulatory documents may be added.)*

## 5. TERM

- 5.1. The term of this Lease ("Term") shall be for a period of \_\_\_\_\_ years (not to exceed 20 years), commencing on \_\_\_\_\_ ("Commencement Date") and expiring on \_\_\_\_\_ ("Expiration Date"), or on such earlier date as provided for in this Lease.

- 5.2. Lessee shall have the right to terminate this Lease by giving six months advance written notice to Lessor. Lessor shall have the right to revoke this Lease by giving six months written notice to Lessee in the event Lessee breaches any Provision of this Lease. Lessor shall also have the right to revoke this Lease for any reason in Lessor's sole discretion after first providing Lessee with one year's written notice of such revocation. Notwithstanding the foregoing, if Lessor, in its sole discretion, determines that there is a significant health or safety risk to persons or property associated with Lessee's continued use or occupancy of the Premises, Lessor shall have the right to revoke this Lease after first providing Lessee with 60 days written notice of such revocation. Lessor shall also have the ability to order Lessee to immediately halt or abate the activities giving rise to the health or safety risk.

- 5.3. One year prior to the Expiration Date of this Lease, NPS may offer this Lease, or a similar lease, to Lessee. If Lessee fails to execute a subsequent lease prior to the Expiration Date, the Provisions of this Lease regarding Lessee's obligations to surrender and vacate the Premises shall apply. Lessor has no obligation to offer a subsequent lease to Lessee.

## 6. RENTS, TAXES AND ASSESSMENTS

- 6.1. *(Note: There is no draft lease language for rent at this time because the formula for determining fair market rent will be determined through an appraisal conducted under the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Foundation. NPS anticipates that lease rental rates will allow for annual adjustments so that rents remain consistent with market conditions.)*
- 6.2. Lessee shall pay the proper Agency, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the Term of this Lease, are levied or assessed against the Premises.
- 6.3. Rents due hereunder shall be paid without assertion of any counterclaim, setoff, deduction or defense and without abatement, suspension, deferment or reduction. The rental rate and payment requirements are set forth in the ROA.
- 6.4. Except as otherwise expressly provided in this Lease, this Lease shall continue in full force and effect, and the obligations of Lessee under this Lease shall not be released, discharged or otherwise affected, by reason of: (i) any damage to or destruction of the Premises or any part thereof or any improvements thereon; (ii) any restriction or prevention of or interference with any use of the Premises or the improvements or any part thereof; (iii) any claim that Lessee or any other person has or might have against Lessor; (iv) any failure on the part of Lessor to perform or comply with any of the Provisions in this Lease or any provision of any other agreement with Lessee or any other person.

## 7. CATTLE

- 7.1. Lessee is authorized to graze cattle on the Premises in accordance with the provisions of this Lease and the ROA. Lessee shall provide documentation to NPS upon request demonstrating that Lessee has a majority ownership interest in all cattle on the Premises. Lessee is not permitted to allow use of the Premises for any cattle in which Lessee does not have a majority ownership interest.
- 7.2. To protect Park resources and public health and safety, any cattle brought onto the Premises shall be transported, maintained, identified and inspected in accordance with all Applicable Laws, including state laws regarding proof of ownership and the inter and intrastate movement of cattle. Lessee shall provide copies of relevant documentation to NPS upon request.
- 7.3. Lessee shall promptly treat diseased, injured, or dying cattle in accordance with Applicable Laws and customary veterinary practices. Lessee shall immediately remove dead cattle from the Park and dispose of the carcasses in accordance with

all Applicable Laws.

- 7.4. In order to protect public health and safety and Park resources, Lessee shall promptly report the results of any cattle disease testing, including tests for Johne's disease, to NPS in the event that such testing reveals a suspected or known incidence of disease.
- 7.5. Lessee's feeding of cattle shall be conducted in a manner that discourages or precludes wildlife (including raven) access to feed (e.g., use of covered feed bunks). Wildlife access to feed and organic wastes, including afterbirths, shall be restricted using structural controls. Lessee shall promptly remove these items from areas where wildlife access cannot be controlled.
- 7.6. If Lessee becomes aware that any cattle have escaped from the Premises, Lessee shall promptly return the cattle to the Premises. Failure to do so may subject the cattle to impoundment in accordance with 36 CFR Section 2.60.

## 8. OTHER LIVESTOCK

- 8.1. Lessee shall have no livestock other than cattle on the Premises unless specifically authorized in the ROA. Lessee shall provide documentation to NPS upon request demonstrating that Lessee has a majority ownership interest in any other livestock authorized under the ROA. Lessee is not permitted to allow use of the Premises for any livestock in which Lessee does not have a majority ownership interest.
- 8.2. To protect Park resources and public health and safety, any livestock brought onto the Premises shall be transported, maintained, identified and inspected in accordance with all Applicable Laws, including state laws regarding proof of ownership and the inter and intrastate movement of livestock. Lessee shall provide copies of relevant documentation to NPS upon request.
- 8.3. Lessee shall promptly treat diseased, injured, or dying livestock in accordance with Applicable Laws and customary veterinary practices. Lessee shall immediately remove dead livestock from the Park and dispose of the carcasses in accordance with all Applicable Laws.
- 8.4. In order to protect public health and safety and Park resources, Lessee shall promptly report the results of any livestock disease testing to NPS in the event that such testing reveals a suspected or known incidence of disease.
- 8.5. Lessee's feeding of livestock shall be conducted in a manner that discourages or precludes wildlife (including raven) access to feed (e.g., use of covered feed bunks). Wildlife access to feed and organic wastes, including afterbirths, shall be restricted using structural controls. Lessee shall promptly remove these items

from areas where wildlife access cannot be controlled.

- 8.6. If Lessee becomes aware that any livestock have escaped from the Premises, Lessee shall promptly return the livestock to the Premises. Failure to do so may subject the livestock to impoundment in accordance with 36 CFR Section 2.60.

9. DIVERSIFICATION ACTIVITIES IN THE PASTURE AND RANCH CORE SUBZONE *(Note: this provision will only be included in leases for ranches that have residential occupancy.)*

- 9.1. Except as authorized in the ROA, Lessee shall not engage in any Diversification Activities on the Premises. If Lessee proposes to undertake any Diversification Activities, Lessee shall follow the approval process set forth in Article 20 (for Streamlined Activities) or Article 21 (for Consistent Activities).
- 9.2. As provided in Article 31, Lessee may not sublet any part of the Premises for Diversification Activities; grant any interest, privilege or license whatsoever in connection with Diversification Activities on the Premises; or otherwise allow others to conduct Diversification Activities on the Premises.

10. FORAGE PRODUCTION

- 10.1. Forage Production, as defined in Appendix F to the GMPA/EIS, \_\_\_\_\_ *(is or is not)* allowed on the Premises. Applications for new types or amounts of Forage Production will not be accepted.
- 10.2. *(Note: If Forage Production is allowed under an existing Lease/Permit, then include the following sentence:)* “Forage Production is authorized in the Pasture subzone in the area depicted on Exhibit \_\_ and shall be cultivated in accordance with the terms of the ROA.”

11. MANAGEMENT OF REFUSE

- 11.1. Lessee shall prevent wildlife access to ranch-related and household trash using structural controls and shall promptly remove trash and refuse from areas where wildlife access cannot be controlled.
- 11.2. Lessee shall promptly remove refuse, litter, trash and miscellaneous debris from the Premises and dispose of such materials in accordance with all Applicable Laws. Lessee shall notify NPS if Lessee discovers any significant litter or debris on the Premises that is not the result of Lessee’s operations.
- 11.3. Lessee shall promptly remove abandoned equipment, broken or unused wire, and similar items from the Premises and dispose of such items in accordance with

Applicable Laws. Lessee is responsible for keeping the Premises in a clean and slightly condition.

## 12. PROTECTION OF WILDLIFE, TREES AND PLANTS

- 12.1. Wildlife management, including management of elk, removal of non-native wildlife, and the restoration of native species, is the responsibility of the NPS. Except for ranching, diversification, residential and maintenance activities authorized in the ROA, Lessee shall not engage in any other activities that impact wildlife or that support or increase populations of non-native or invasive plant or animal species.
- 12.2. Lessee acknowledges that wildlife may cause occasional damage to fences, ranching structures, livestock, forage and Lessee's personal property and agrees to seek no reimbursement or other compensation therefore. On a case-by-case basis and in its sole discretion, Lessor may evaluate incidences of depredation and choose a course of action. The nature of the course of action taken, if any, will be guided by the GMPA/EIS as approved in the ROD, NPS wildlife management goals, the extent and frequency of the damage, and other NPS management objectives as appropriate.
- 12.3. Lessee shall keep and manage all pets on the Premises in accordance with 36 C.F.R. 2.15.
- 12.4. Guardian animals, if approved by NPS for use on the Premises, are not considered pets and must be managed in accordance with provisions of the ROA. Lessee shall promptly report to NPS any wildlife or human conflicts involving guardian animals. In the event the NPS determines that such conflicts are unacceptable, or if Lessee fails to report any conflicts, the NPS may revoke authorization for use of guardian animals and direct Lessee to remove the guardian animal(s) from the Park.
- 12.5. Lessee shall consult with the NPS prior to undertaking any treatment or removal of trees, including fallen trees, on the Premises.

## 13. PROTECTION OF ARCHEOLOGICAL RESOURCES

If archaeological resources are discovered during the course of any work, Lessee shall stop all such work and notify Lessor. Lessor shall visit the site and determine whether work may proceed and under what circumstances. Any archeological resources recovered on the Premises are the property of Lessor. The recovery of these items is subject to federal law, with penalties imposed for violations.

14. COMPLIANCE WITH REGIONAL WATER QUALITY CONTROL BOARD REQUIREMENTS

- 14.1. Lessee shall comply with all applicable orders, resolutions, rules, requirements, waste discharge requirements, and waivers of waste discharge requirements issued by the San Francisco Bay Regional Water Quality Control Board that address or concern activities on the Premises.
- 14.2. Lessee shall provide NPS with copies of all required plans, reports, certifications, records, and notices that Lessee is required to maintain or submit to the San Francisco Bay Regional Water Quality Control Board. Additional reporting requirements will be incorporated into the ROA as appropriate.

15. PESTICIDE AND HERBICIDE USE

- 15.1. The NPS utilizes Integrated Pest Management ("IPM") to treat pest problems. The goal of IPM is to use the least-toxic, effective methods of controlling pests.
- 15.2. If Lessee proposes to use pesticides, rodenticides or herbicides on the Premises, Lessee shall submit a written proposal to Lessor in accordance with Article 20. Except as authorized in the ROA, Lessee shall not use any such product on the Premises. If the use of such products is authorized in the ROA, Lessee shall comply with the terms of any approved Pesticide Use Proposal (PUP) issued by NPS.
- 15.3. Notwithstanding the provisions of Section 15.2 and Article 20, if Lessee discovers any infestations of pests that require immediate attention, Lessee shall notify NPS. In accordance with IPM policy, NPS will determine whether to authorize Lessee to use pesticides to address the infestation. If the emergency use of pesticides is approved, Lessee shall comply with the terms of any PUP issued by NPS.
- 15.4. Lessee shall manage, treat, generate, handle, apply, store and dispose of all pesticides in accordance with Applicable Laws, including reporting and certification requirements, and the IPM-related requirements in GMPA/EIS Appendix F.

16. FIRE PREVENTION AND SUPPRESSION

Lessee and its employees, agents, and contractors shall, in Lessee's use and occupancy of the Premises, take all reasonable precautions to prevent forest, brush, grass, and structural fires.

## 17. RANCH WORKER HOUSING

- 17.1. Housing units, including manufactured housing units, on the Premises that are not occupied by Lessee may only be rented or otherwise offered to ranch workers (together with their families) who are employed on a ranch within Point Reyes National Seashore or the north district of Golden Gate National Recreation Area on at least a part-time basis (Park Ranch Workers). If Lessee proposes to replace existing units of ranch worker housing or construct or install new units of ranch worker housing, Lessee shall follow the process set forth in Article 19 of this Lease. Lessee shall not provide any housing to Park Ranch Workers except as authorized in the ROA, including in manufactured housing units that are Lessee's Personal Property.
- 17.2. Manufactured housing units that constitute Lessee's personal property are identified in the ROA.
- 17.3. If NPS authorizes Lessee to provide housing to Park Ranch Workers, Lessee shall ensure, at its sole cost and expense, that such housing is safe, sanitary, and decent and that the physical condition of such housing complies with all Applicable Laws, including building codes. Lessee is also responsible for keeping exterior areas around such housing units clean and slightly.
- 17.4. Ranch worker housing rental agreements issued by Lessee shall comply with Applicable Laws, including landlord-tenant laws.
- 17.5. Any rents charged by Lessee for Park Ranch Workers employed by Lessee shall not exceed rental rates identified in the appraisal for the Premises. If NPS authorizes Lessee to rent housing to any Park Ranch Workers employed by other Park ranchers, Lessee acknowledges that a separate appraisal may be necessary to determine the amount of additional rent that Lessee will owe to NPS.
- 17.6. Lessor reserves the right to inspect ranch worker housing and to review ranch worker rental agreements to ensure that housing conditions and rental rates comply with this Lease.

## 18. CYCLIC MAINTENANCE

- 18.1. Lessee is responsible for the Cyclic Maintenance of all buildings and improvements on the Premises at Lessee's sole cost and expense.
- 18.2. Cyclic Maintenance activities were analyzed in the GMPA/EIS and approved in the ROD. Because Cyclic Maintenance activities do not materially change the appearance of the Premises, Lessee does not need to seek NPS approval for conducting Cyclic Maintenance activities except for any Cyclic Maintenance

activity that (i) requires NPS approval as set for in the Preservation Maintenance guidelines in Appendix G, (ii) involves ground disturbance, including road grading, in the Pasture or Range subzones or (iii) requires NPS approval under this Article 18. Lessee shall seek approval for conducting these three types of Cyclic Maintenance via email or telephonic communication with appropriate NPS staff and shall not implement the activity until NPS has approved the activity via email or other written communication.

- 18.3. Lessee shall perform all Cyclic Maintenance in accordance with Applicable Laws, this Lease, the ROA and, as applicable, the Preservation and Maintenance Guidelines attached thereto as Exhibit \_\_\_. *(Note: The Preservation and Maintenance Guidelines can be found in Appendix G of the GMPA/EIS.)* In addition, Lessee shall perform all Cyclic Maintenance in a good and careful manner and with materials of a quality and standard acceptable to NPS.
- 18.4. Lessee shall install, use, and keep all equipment and materials used for Cyclic Maintenance activities in a safe and orderly manner. Lessee is encouraged to engage licensed contractors who meet applicable California licensing, bonding and certification requirements when undertaking any Cyclic Maintenance activities.
- 18.5. Lessee shall maintain all buildings and improvements on the Premises in a condition that is decent, safe, sanitary and sightly. Lessee shall maintain all utilities on the Premises (e.g., water, electric, sewer/septic, propane) so that they operate at all times in accordance with Applicable Laws, except for components of utility systems maintained by NPS, PG&E or other utility operators.
- 18.6. Lessee shall maintain all water systems from the main line including the water meter, well pump and controls to the building(s) and outlying water spigots, faucets, and stand pipes on the Premises. Lessee shall maintain water systems to show no evidence of leaks. Lessee shall also take all reasonable measures to conserve water through the use of water-restricting/low flow devices and low volume flush toilets. Lessee shall replace or repair any damage or loss to the water system within the Premises.
- 18.7. Lessee shall repair or replace any broken or damaged components of the Premise's sewage disposal system. Lessee shall also maintain any leach field on the Premises by mechanical methods (e.g., mowing) so as to prevent the establishment of woody vegetation on the leach field.
- 18.8. Lessee shall repair or replace any broken or damaged components of the electrical system on the Premises that are not the responsibility of PG&E, including electrical lines and equipment (conduits, fuses, panels, switches, etc.). Lessee shall inspect the electrical system on the Premises annually to ensure compliance

with Applicable Laws and any requirements of the utility provider. Electrical systems shall be equipped with properly functioning safety equipment, overload protective devices and switches. High voltage (220v and higher) systems shall have contact points marked in accordance with Applicable Laws, including National Safety Council coding standards.

- 18.9. Lessee shall maintain all liquid petroleum gas (LPG) systems on the Premises including but not limited to tanks, valves, regulators, and piping to a standard that complies with Applicable Laws. Natural and liquefied petroleum gas systems shall be maintained from the tank into the building(s). LPG systems shall be inspected annually. Placement of any new or additional tank(s) is subject to written approval of the NPS.
- 18.10. All fire protection systems including alarms, sprinkler systems and extinguishers shall be inspected by Lessee on an annual basis. Lessee shall maintain fire protection systems in full operating condition at all times and in accordance with Applicable Laws and NFPA requirements.
- 18.11. Lessee shall be responsible for removing slash buildup around buildings within the Premises so as to prevent fire and egress hazards.
- 18.12. Lessee shall maintain existing water reservoirs and stock ponds in a safe and secure condition to prevent washouts and erosion. Lessee shall seek NPS approval before conducting reservoir or pond maintenance activities so that Lessor can assess potential effects to threatened and endangered plant and animal species and identify appropriate mitigation measures.
- 18.13. Lessee shall maintain livestock water supply infrastructure in good working order and condition so as to show no evidence of leaks and conserve water.
- 18.14. Lessee is responsible for performing Cyclic Maintenance of the ranch service roads identified in the ROA. Lessee shall maintain the roads in a serviceable and safe condition and in a manner that complies with all Applicable Laws, including those related to soil erosion and non-point source pollution. Lessee shall seek NPS approval before conducting road grading activities so that Lessor can identify appropriate mitigation measures. No new roads or truck trails shall be established without prior written approval of the Lessor.
- 18.15. Lessee is responsible for performing Cyclic Maintenance on all fences identified in the ROA and on all corrals to ensure that livestock are confined at all times and that fences and corrals are in good repair. Lessee shall seek approval from NPS prior to replacing any fences. During the annual ROA meetings, NPS may identify areas for Lessee to install or modify fencing so that it is wildlife friendly. Requirements for wildlife friendly fencing will be included in the ROA. Lessee

shall remove abandoned fences and other decrepit improvements from the Premises and dispose of them outside the Park or as directed by NPS.

- 18.16. The costs of maintenance and repair of fences, including portions of fences that lie along common boundaries between the Premises and an adjacent ranch, shall be shared equally between Lessee and the adjacent ranch operator. In the case of a dispute with an adjacent rancher, Lessee shall promptly notify NPS and NPS shall review the issue and determine the amount of financial responsibility to be borne by each rancher.

## 19. CONSTRUCTION OF IMPROVEMENTS OR ALTERATIONS

- 19.1. Except as authorized in the ROA, Lessee shall not undertake any Improvements or Alterations on the Premises. If Lessee proposes to undertake any Improvements or Alterations, Lessee shall follow the approval process set out in Article 20 (for Improvements or Alterations that fall within the definition of Streamlined Activities) or Article 21 (for Improvements or Alterations that fall within the definition of Consistent Activities).
- 19.2. Certain buildings, structures, and areas within the Premises are contributing features of a historic district listed on the National Register of Historic Places. As directed by NPS, Lessee agrees to construct all approved Improvements or Alterations in accordance with the Secretary of the Interior's Standards for Historic Preservation.
- 19.3. Lessee shall perform all Improvements and Alterations in a good and careful manner and with materials of a quality and standard acceptable to NPS. Lessee is encouraged to engage licensed contractors who meet applicable California licensing, bonding and certification requirements when undertaking any Improvements and Alterations.
- 19.4. Lessee shall also install, use and keep all equipment and materials used for Improvements and Alterations in a safe and orderly manner.
- 19.5. Lessee shall perform all Improvements or Alterations in accordance with all Applicable Laws and NPS-approved design plans and shall undertake all such activities at Lessee's sole cost and expense.
- 19.6. Lessee shall not construct any Improvements or Alterations outside the boundaries of the Premises.
- 19.7. Upon request, Lessee shall furnish Lessor with a true and correct copy of any contract, and any modification or amendment thereof, with any architect, contractor or consultant retained by Lessee for the purpose of undertaking any

Improvements or Alterations.

- 19.8. Lessor in its discretion is entitled to have on the Premises at any time during the construction of Improvements or Alterations a representative who shall be entitled to inspect all aspects of construction activities on the Premises.

## 20. APPROVAL PROCESS FOR STREAMLINED ACTIVITIES

- 20.1. The following streamlined approval process applies to any Diversification Activities listed in Table 6 of the GMPA/EIS and to any Management Activities that conform to all applicable Practice Standards, Mitigation Measures and size limitations identified in Appendix F to GMPA/EIS. Activities meeting these criteria are referred to as Streamlined Activities.
- 20.2. If Lessee desires to undertake any Streamlined Activities on the Premises, Lessee shall notify NPS at least 30 days in advance of the annual ROA meeting referred to in Article 4 of this Lease and provide a brief, written description of the activity.
- 20.3. NPS will review this information and inform Lessee whether additional information, such as design plans or operational information, is required before NPS can complete its review. As a prerequisite to obtaining NPS approval, Lessee, at Lessee's sole cost and expense, shall prepare and submit any additional information requested by NPS. Lessee acknowledges that delays in submitting the requested information could delay NPS's consideration of the request until the following year's ROA review process.
- 20.4. Lessee acknowledges that such activities may also require additional review and permitting by other Agencies. Lessee, at its sole cost and expense, is responsible for obtaining any approvals deemed necessary by any Agency.
- 20.5. If approved by NPS, and following approval of all other Agencies with authority over the activity, authorization for the Streamlined Activity will be included in the ROA.
- 20.6. Because Streamlined Activities have been analyzed in detail in the GMPA/EIS and approved in the Record of Decision, additional compliance under the National Environmental Policy Act is not required. Mitigation measures and other conditions related to such activities will be included in the ROA.

## 21. APPROVAL PROCESS FOR CONSISTENT ACTIVITIES

- 21.1. If Lessee desires to undertake any Diversification Activities that are consistent with the GMPA/EIS as approved in the ROD but that are not listed in Table 6, or to conduct any other activity that does not fall within the definition of a

Streamlined Activity, Lessee shall notify NPS at least 30 days in advance of the annual ROA meeting referred to in Article 4 of this Lease and provide a brief, written description of the proposed activity.

- 21.2. NPS will conduct a preliminary review the proposal and inform Lessee whether additional information, such as design plans or operational information, is required before NPS can complete its preliminary review of the request. Lessee acknowledges that in order for NPS to complete this review, Lessee, at its sole cost and expense, is responsible for providing any additional information deemed necessary by NPS. Lessee acknowledges that delays in submitting the requested information could delay NPS's review of the request until the following year's ROA review process.
- 21.3. Once all necessary information has been received, NPS will review the proposal to determine whether the proposed activity is consistent with the terms of the GMPA/EIS and Record of Decision (Consistent Activity). If NPS determines that the proposal constitutes a Consistent Activity, or if Lessee agrees to modify the proposal so that the activity can be classified as a Consistent Activity, Lessee may proceed with undertaking the environmental compliance requirements set out in Article 25. Following the completion of all compliance requirements, NPS will determine whether to give final approval to the proposal. If NPS determines that the proposal is not consistent with the GMPA/EIS and Record of Decision, the review process will be terminated and the proposal will be rejected.
- 21.4. Consistent Activities may also require the approval of other Agencies. Lessee, at its sole cost and expense, is responsible for obtaining any approvals deemed necessary by any Agency. If a proposal receives final approval from NPS and any other Agency having jurisdiction over the proposed activity, authorization for the activity will be included in the ROA.
- 21.5. Title to any Improvements or Alterations on the Premises shall be and remain solely in the Lessor, except for (i) any Improvements or Alterations made to items of Lessee's personal property and (ii) any Improvements or Alterations which NPS determines will become Lessee's personal property, with such determination to be reflected in the ROA or any document approving the Improvement or Alteration.

## 22. LIMITATION ON EFFECT OF APPROVALS

All rights of Lessor to review, comment upon, approve, inspect or take any other action with respect to the use and occupancy of the Premises by Lessee, or any other matter, are expressly for the benefit of Lessor and no other party. No review, comment, approval or inspection, right or exercise of any right to perform Lessee's obligations, or similar actions required or permitted by, of, or to Lessor

under this Lease, or actions or omissions of Lessor's employees, contractors, or other agents, or other circumstances shall give or be deemed to give Lessor any liability, responsibility or obligation for, in connection with, or with respect to Lessee's use or occupancy of the Premises, nor shall any such approval, actions, information or circumstances relieve or be deemed to relieve Lessee of its obligations and responsibilities for the use and occupancy of the Premises as set forth in this Lease.

## 23. PERMITS AND APPROVALS

Except as otherwise provided in this Lease, Lessee shall be responsible for obtaining, at its sole cost and expense, all necessary permits, approvals or other authorizations relating to Lessee's use and occupancy of the Premises.

## 24. PROPERTY INTEREST

This Lease shall vest in Lessee no property interest in the Premises or in the improvements thereon, except for manufactured housing units listed in the ROA, any Improvements or Alterations made to items of Lessee's personal property, and any Improvements or Alterations which NPS determines under Section 21.5 are to become Lessee's personal property. Except for the foregoing, title to real property and improvements thereon, shall be and remain solely in Lessor and no compensation shall be due to the Lessee. Nor does this Lease grant Lessee any exclusive use of the Premises, except for ranch buildings used for ranching purposes, and housing units occupied for residential purposes, in accordance with the ROA.

## 25. COMPLIANCE WITH APPLICABLE LAWS; NEPA, NHPA

- 25.1. Lessee, at its sole cost and expense, shall promptly comply with all Applicable Laws relating to Lessee's use and occupancy of the Premises. Lessee shall immediately notify Lessor of any notices received by or on behalf of Lessee regarding any alleged or actual violation(s) of or non-compliance with Applicable Laws. Lessee shall, at its sole cost and expense, promptly remediate or correct any violation(s) of Applicable Laws.
- 25.2 In the event that Lessee proposes to undertake activities that were not analyzed in detail in the GMPA/EIS but that are nevertheless consistent with the terms of the GMPA/EIS and ROD (Consistent Activities), Lessee acknowledges Lessee's responsibility for the costs of preparing compliance documents pursuant to the National Environmental Policy Act ("NEPA"), the National Historic Preservation Act ("NHPA"), the Endangered Species Act (ESA) and similar statutes ("Compliance Activity"). NPS may elect, in its sole discretion, to (i) arrange for the preparation of compliance documents with the costs of such compliance to be

reimbursed by Lessee, or (ii) direct Lessee to have the NEPA and other compliance documents prepared as directed by NPS. Lessee shall not implement any aspect of a proposed Consistent Activity until NPS determines that all applicable compliance requirements have been met (including those required by other Agencies), NPS has given its final approval for the activity, and the Consistent Activity has been included in the ROA.

## 26. HAZARDOUS MATERIALS; ENVIRONMENTAL HEALTH AND SAFETY

### 26.1 Hazardous Materials

26.1.1. In connection with this Lease, Lessee, its officers, agents, employees and contractors, shall not bring, use, handle, generate, treat, keep, or store any Hazardous Materials on, about, under or into the Premises or elsewhere in the Park except in compliance with all Applicable Laws and as approved in writing by Lessor. However, Lessee shall not be obligated to obtain Lessor's approval to use, store, or generate Hazardous Materials as necessary for the normal operation or maintenance of vehicles or other ranch equipment. Lessee agrees to be responsible for the timely acquisition of any permit(s) required for the use, storage or generation of Hazardous Materials necessary for the normal operation and maintenance of vehicles and ranch equipment.

26.1.2. Lessee, its officers, agents, employees and contractors, shall not release, discharge or dispose of any Hazardous Materials from, on, about, under or into the Premises or elsewhere in the Park. The foregoing restriction does not apply to manure management practices that are conducted in accordance with Applicable Laws and the ROA.

26.1.3. If Lessee knows of or reasonably suspects any past, ongoing, or potential violation of Environmental Requirements in connection with the Premises or Lessee's activities, Lessee shall immediately inform Lessor and shall provide any relevant information or documents to Lessor.

26.1.4. If any Hazardous Materials Occurrence is caused by, arises from, or is exacerbated by the activities authorized under this Lease or by the use of the Premises by Lessee, its officers, agents, employees or contractors, Lessee shall promptly take all actions at its sole cost and expense as are required to comply with Applicable Laws and to allow the Premises and any other affected property to be used free of any use restriction that could be imposed under Applicable Laws; provided that, except in cases of emergency, Lessor's approval of such actions shall first be obtained.

26.1.5. Should Lessee, its officers, agents, employees or contractors, fail to

perform or observe any of the obligations or agreements pertaining to Hazardous Materials or Environmental Requirements for a period of thirty (30) days (or such longer period of time as is reasonably required) after notice, then Lessor shall have the right, but not the duty, without limitation of any other rights of Lessor under this Lease, personally or through its agents, consultants or contractors to enter the Premises and perform the same. Lessee agrees to reimburse Lessor for the costs thereof and to indemnify Lessor as provided for in this Lease.

26.2. Lead-Based Paint, Asbestos, etc.

Lessee understands and acknowledges that the Premises may contain asbestos, asbestos-containing materials, lead-based paint and pesticides. Lessee agrees that in the case of any Improvements or Alterations or other activities that Lessee desires to undertake on the Premises, Lessee shall be responsible for complying with all Environmental Requirements related to these materials and shall solely bear all costs associated therewith. Nothing in this Lease shall be construed to require Lessee to remove these materials unless Environmental Requirements require such removal.

26.3. Indemnities for Hazardous Materials.

26.3.1. Lessee shall indemnify, defend, save and hold Lessor, its employees, successors, agents and assigns, harmless for, from and against, and reimburse Lessor for, any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation, consultant fees and expert fees, that arise during or after the Term as a result of any violation of any Environmental Requirement in connection with this Lease or any Hazardous Materials Occurrence in connection with this Lease.

26.3.2. The provisions of this Section 26.3 shall survive any termination or revocation of this Lease. Article 27 (Insurance) of this Lease shall not limit in any way Lessee's or Lessor's obligations under this Section 26.3.

27. INSURANCE *(Note: The insurance requirements below address risks associated with typical beef and dairy ranching operations. Ranchers who receive approval for diversified operations may be required to purchase additional types or amounts of insurance commensurate with the risks involved.)*

27.1 At all times during the term of this Lease and at the Lessee's sole cost and expense, Lessee shall maintain in full force and effect the following insurance. Lessor reserves the right to require additional amounts or types of insurance depending on the nature of activities authorized on the Premises under the ROA.

- 27.1.1. Property Insurance: An all risk or special form, including fire, vandalism and malicious mischief insurance. The amount of such insurance shall be the full replacement cost (with like kind and quality/functional equivalent) of the Premises and all improvements thereon, except for any structures or improvements which NPS identifies in writing as not requiring property insurance. All such policies shall specify that proceeds shall be payable whether or not any damaged or destroyed improvements are actually rebuilt. The decision on whether to rebuild or repair NPS-owned structures shall be made by NPS in its sole discretion. All property insurance required by this Lease shall be procured and maintained in Lessee's own name(s) and not in the name of any LLC or business entity. *(Note: NPS will provide a list of all NPS-owned property on the Premises that must be insured and information regarding replacement costs to ensure that insurance amounts are adequate. NPS will also provide a list of any structures or improvements that do not require property insurance under this section. Lessee may, at its option, insure these structures.)*
- 27.1.2. Workers' Compensation and Employer's Liability Insurance: Workers' compensation insurance in the statutory amounts and coverage required under Applicable Laws; and employer's liability insurance with limits of not less than \_\_\_\_\_ *(amount to be determined)* for bodily injury per incident and \_\_\_\_\_ *(amount to be determined)* aggregate, or such higher amounts as may be required by law.
- 27.1.3. General Liability: Comprehensive Farm Liability and/or Commercial General Liability insurance through one or more primary and umbrella liability policies with a limit of not less than \_\_\_\_\_ *(amount to be determined)* each occurrence and \_\_\_\_\_ *(amount to be determined)* aggregate against claims for bodily injury, property damage, and products and completed operations. Said policies shall cover Lessor as an additional insured with respect to liability arising out of Lessee's activities under this Lease and Lessee's use of the Premises, and shall contain a severability of interests with respect to NPS as an additional insured. The Comprehensive Farm Liability or Commercial General Liability insurance obtained by Lessee shall be on occurrence forms, unless otherwise approved in writing by NPS.
- 27.1.4. Automobile Liability: Commercial automobile liability insurance covering owned, non-owned, and hired automobiles used in support of activities on the Premises in the amount of no less than \_\_\_\_\_ *(amount to be determined)* per accident or higher if required by Applicable Laws. Said policies shall cover the Lessor as an additional insured with respect to liability arising out of Lessee's activities under this Lease and Lessee's use of the Premises, and shall contain a severability of interests

with respect to NPS as an additional insured.

- 27.1.5. Other: All other insurance that the Lessee should maintain to adequately protect the Premises, Lessor, and Lessee.

## 27.2. Conditions of Insurance

- 27.2.1. All property and liability insurance policies shall name the Lessor as an additional insured.
- 27.2.2. All of the insurance required by this section and all renewals shall be issued by one or more companies of recognized responsibility licensed to do business in California with a financial rating of at least a Class B+ ( or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent), or as otherwise acceptable to the Lessor.
- 27.2.3. All insurance policies shall provide that such policies shall not be cancelled, terminated, non-renewed or altered without thirty (30) days prior written notice to the Lessor. The Lessee must provide to the Lessor a copy of each policy and a certificate of the policy provided throughout the Lease Term and the Lessee shall renew such policies before the expiration of the term of the policy.
- 27.2.4. If the Lessor at any time, but not more than annually, believes that the limits or extent of coverage, deductibles or self insurance retention, with respect to any of the insurance required by this Article 27 are insufficient for a prudent owner of property of the nature of the Premises, the Lessor may determine the proper and reasonable limits and extent of coverage, deductibles and self insurance retention limits for such insurance and such insurance shall thereafter be carried by the Lessee until changed pursuant to the provisions of this Article 27.
- 27.2.5. The Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.
- 27.2.6. Lessee shall not do anything, nor shall Lessee permit its officers, agents, employees, contractors, guests or invitees to do anything, in or about the Premises or on adjacent or nearby property that would (a) invalidate or be in conflict with the provisions of any insurance policies covering the

Premises or any property thereon, or (b) result in a refusal by insurance companies of good standing to insure the Premises and any property thereon in the amounts required under this section.

27.2.7. Any deductibles for the types of insurance required under this Lease shall not exceed \_\_\_\_\_ (*amount to be determined*) per occurrence without NPS approval. NPS shall not be responsible for any deductibles or self-insured retention amount.

27.3. Use of Insurance Proceeds, etc.

27.3.1. Upon the occurrence of any event of damage or destruction to the Premises or any part thereof, Lessee shall undertake to determine the extent of the same and the estimated cost and time to repair, rebuild or restore the damaged or destroyed portions of the Premises. NPS may independently assess the damage or destruction and prepare its own estimates.

27.3.2. Lessee shall submit a proposal to NPS to repair, rebuild or restore the damaged or destroyed portions of the Premises. The Parties anticipate that such the work involved in such proposals would most likely constitute an Improvement or Alteration of the Premises and therefore would be subject to Article 19 of this Lease. NPS shall review the proposal and make modifications as necessary. Lessee shall promptly, at its sole cost and expense and in accordance with Applicable Laws and this Lease, repair, rebuild or restore the damaged or destroyed portions of the Premises in accordance with the proposal as modified or otherwise approved by NPS. The insurer, after payment of any proceeds to the Lessee, will have no obligation or liability with respect to the use or disposition of the proceeds by the Lessee.

27.3.3. If NPS determines that any NPS-owned property should not be rebuilt or repaired, NPS shall inform Lessee and direct Lessee to use the insurance proceeds obtained by Lessee to repair or improve other NPS-owned property.

27.3.4. All insurance proceeds received by or payable to any Party with respect to any damage or destruction on the Premises (except proceeds of insurance covering loss or damage to Lessee's personal property) shall be held by Lessee in an interest bearing account, with all such interest accrued thereon deemed proceeds of insurance for purposes of this Lease and applied to the costs of remedying the damage or destruction.

- 27.3.5. If there are proceeds of insurance in excess of that required to remedy any damage or destruction to the Premises (other than proceeds covering loss or damage to Lessee's personal property), and NPS determines that Lessee has fully discharged its obligations under this Lease to remedy the damage or destruction, the excess proceeds shall be used to repair other facilities on the Premises as agreed upon by NPS and Lessee.
- 27.3.6. Lessee shall be responsible for requiring its contractors, subcontractors and vendors carry sufficient insurance, including works compensation, commercial general liability and business auto coverage.
- 27.3.7. Lessee waives any and all rights of recovery against NPS for any loss or damage to the extent the loss or damage is insured by insurance carried by Lessee, and the insurance proceeds are actually received by Lessee, including amounts within any insurance deductible or self-insured retention.

## 28. INDEMNITY

- 28.1. In addition to the indemnification contained in Article 26, Lessee shall protect, indemnify, defend, and hold Lessor, its employees, successors, agents and assigns, harmless from and against, and reimburse Lessor for, any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses incurred in connection with or arising in any way out of this Lease; the use or occupancy of the Premises by Lessee or its officers, agents, employees, contractors, guests or invitees; the design, construction, maintenance, or condition of any Improvements or Alterations on the Premises; or any accident or occurrence on the Premises or elsewhere arising out of the use or occupancy of the Premises by Lessee or its officers, agents, employees, contractors, guests or invitees. Lessee's obligations hereunder shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by NPS), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against the United States.
- 28.2. Lessee acknowledges and agrees that it has an immediate and independent obligation to defend Lessor from any claim that actually or potentially falls within this Article 28, regardless of whether such allegation is, or may be, groundless, fraudulent or false. Such obligation to defend and indemnify shall arise at the time such claim is tendered to Lessee by Lessor and shall continue until discharged through performance or judicial determination.

- 28.3. Lessor shall not be liable to Lessee, and Lessee hereby waives all claims against Lessor for any damage to or destruction of the Premises, including improvements thereon and Lessee's Personal Property, and for any personal injuries or death sustained in connection with or as a result of the use and occupancy of the Premises by Lessee and Lessee's officers, agents, employees, contractors, guests, and invitees.
- 28.4. Lessor agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States by third parties for personal injuries or property damage resulting from the negligent act or omission of any employee of the United States in the course of his or her employment.
- 28.5. This Article 28 shall survive any termination or revocation of this Lease. Lessee's obligations under this Article 28 shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance affecting the Premises.

## 29. LIENS

- 29.1. Lessee shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of Lessor or of any interest of Lessor in the Premises, except as approved in writing by Lessor.
- 29.2. Lessee shall not suffer or permit any liens known to Lessee to stand against the Premises, the improvements thereon, or any part thereof by reason of any work, labor, or services performed for or materials supplied to, or claimed to have been supplied to Lessee. If any such lien shall at any time be filed against the Premises, the improvements thereon, or any part thereof, Lessee shall cause the same to be discharged of record within sixty (60) days after notice to Lessee of filing the same, by either payment, deposit or bond, unless such lien shall be contested. If Lessee fails to discharge or contest such lien within such period and such failure shall continue for a period of fifteen (15) days after notice by Lessor, then, in addition to any other right or remedy of Lessor, Lessor may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by Lessor for any of the aforesaid purposes, and all other expenses of Lessor and all necessary disbursements in connection therewith in defending any such action or in procuring the discharge of such lien, shall become due and payable forthwith by Lessee to Lessor upon written demand therefor.

- 29.3. Nothing in this Lease shall be deemed to be, or be construed in any way as constituting, the consent or request of Lessor, expressed or implied, by inference or otherwise, to any person, firm or corporation, for the performance of any labor or the furnishing of any materials on or to the Premises or any part thereof, or as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Lessor's interest in the Premises.

30. ASSIGNMENT

Lessee shall not assign this Lease, in whole or in part, or any property on the Premises excepting Lessee's Personal Property. Notwithstanding the foregoing exception for Lessee's Personal Property, Lessee must retain a majority ownership interest in any livestock authorized to be on the Premises.

31. SUBLETTING

Except for Ranch Worker Housing authorized under the ROA, Lessee shall not sublet the Premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Lease.

32. DEFAULTS AND LESSOR'S REMEDIES

- 32.1. This Lease is made upon the express condition that if Lessee fails to keep and perform any of the Provisions of this Lease, this Lease shall become void at the option of Lessor, provided that Lessor shall first give Lessee thirty (30) days written notice of Lessor's intention to revoke this Lease and regain possession of the Premises. The notice shall describe the specific Default and shall state Lessor's intention to reenter the Premises and declare this Lease forfeited if such Default continues. Such notice shall be served in the manner provided in Article 38 of this Lease.
- 32.2. If Lessee does not cure the Default or present a reasonable plan therefor within the thirty (30) day period, then Lessor shall be entitled to the possession of the Premises, and may enter into and upon the same or any part thereof and repossess the same and expel Lessee and those claiming through or under Lessee and remove their effects without being guilty of any manner of trespass and without any prejudice to any remedies that might otherwise be used for arrears of rent or preceding Default.
- 32.3. It is further agreed that all rights of Lessee under this Lease shall, at Lessor's option, be revoked upon the filing or execution of (a) a petition in bankruptcy by or against Lessee, (b) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, (c) an assignment for the

benefit of creditors, or (d) a petition or other proceeding against Lessee for the appointment of a trustee, receiver or liquidator.

- 32.4. If this Lease is revoked by Lessor prior to the Expiration Date, all of the rights of Lessee under this Lease and in the Premises shall terminate.
- 32.5. No failure by Lessor to insist upon the strict performance of any Provision of this Lease or to exercise any right or remedy upon a Default, and no acceptance by Lessor of full or partial rent during the continuance of any such Default shall constitute a waiver of any such Default or of such Provision. No Provision of this Lease and no Default under this Lease may be waived, altered or modified except by a written instrument executed by Lessor. No waiver of any Default shall affect or alter this Lease, but each and every Provision of this Lease shall continue in full force and effect with respect to any other then existing or subsequent Default.
- 32.6. At the option of Lessor, Lessor may, in lieu of revoking this Lease, revoke Lessee's authorization to conduct the activity giving rise to the Default or assess a penalty of \$100.00 per day for any failure by Lessee to keep and perform any of the Provisions of this Lease. In either case, Lessee shall first be given notice in writing of a grace period (from one day to thirty days) to remedy the situation. Lessor's exercise of either option under this provision shall not excuse Lessee from curing the Default. This provision shall not be construed as preventing Lessor from issuing citations or initiating enforcement proceedings under Applicable Laws.

### 33. LESSOR'S RIGHT TO CURE DEFAULTS

If Lessee shall fail or neglect to do or perform any act or thing provided in this Lease to be done or performed and such failure shall not be cured within the applicable grace period provided in Article 32 of this Lease, then Lessor may, but shall not be required to, do or perform or cause to be done or performed any other act or thing (entering upon the Premises for such purposes, if Lessor shall so elect), and Lessor shall not be or be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance or damage resulting to Lessee on account thereof, and Lessee shall repay to Lessor upon demand the entire cost and expense thereof, including, without limitation, compensation to the agents, consultants and contractors of Lessor and expenses. Lessor may act upon shorter notice or no notice at all if necessary in Lessor's judgment to meet an emergency situation or governmental time limitation or to protect Lessor's interest in the Premises. Any act or thing done by Lessor pursuant to this Article 33 shall not be construed as a waiver of any such Default by Lessee or as a waiver of any Provision of this Lease.

34. ALTERNATIVE DISPUTE RESOLUTION

Except in the case of emergencies, prior to seeking any judicial relief relating to the rents or Provisions of this Lease, the Parties shall first meet and attempt, in good faith, to resolve their disagreement. If the Parties are not able to resolve their dispute within 30 days of the date on which the disputing Party first informed the other Party in writing of the existence of a dispute, then either Party may seek judicial relief.

35. SURRENDER AND VACATE THE PREMISES, RESTORATION

- 35.1. On or before the Termination Date of this Lease, Lessee shall surrender and vacate the Premises and remove therefrom all of Lessee's Personal Property (including manufactured residential units identified as Lessee's Personal Property in the ROA), and any Improvements or Alterations identified by Lessor for removal. Subject to the approval of Lessor, Lessee shall also restore the Premises to a condition at least equal to that existing at the time this Lease was entered into, normal wear and tear excepted. Notwithstanding the foregoing, all major building systems including heat, air conditioning (if applicable), electrical, fire suppression, water supply and sewer shall be in complete and good working order and shall function as designed.
- 35.2. If Lessee shall fail or neglect to remove Lessee's Personal Property, or any Improvements and Alterations identified by Lessor for removal, and restore the Premises to good working order as described in this Article 35, then, at Lessor's option, these items shall either become the property of Lessor without compensation therefor, or Lessor may cause them to be removed and the Premises to be repaired at the expense of Lessee, and no claim for damages against Lessor, its employees, agents or contractors shall be created by or made on account of such removal or repair work, including repairs to major building systems.

36. HOLDING OVER

This Lease shall terminate upon the Termination Date and any holding over by Lessee after the Termination Date shall not constitute a renewal of this Lease or give Lessee any rights under this Lease or in or to the Premises.

37. COMPLIANCE WITH FEDERAL EQUAL OPPORTUNITY LAWS

Lessee shall comply with the terms and conditions set out in Exhibit \_\_. (*Note: This exhibit will be provided when the lease is issued.*)

38. NOTICES & LESSEES AUTHORIZED REPRESENTATIVES

Any notice or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand or certified mail with return receipt requested. Notices and other communications shall be addressed as follows:

If to Lessor:

Superintendent  
Point Reyes National Seashore  
Point Reyes Station, CA 94956

If to Lessee, Lessee has designated the two individuals listed below to receive notices and communications related to this Lease:

NAME/ADDRESS/EMAIL AND PHONE

NAME/ADDRESS/EMAIL AND PHONE

39. NO PARTNERSHIP OR JOINT VENTURE

Lessor is not for any purpose a partner or joint venturer of Lessee in the development or operation of the Premises or in any business conducted on the Premises. Lessor shall not under any circumstances be responsible or obligated for any losses or liabilities of Lessee.

40. ANTI-DEFICIENCY ACT

In accordance with the Anti-Deficiency Act, 31 U.S.C. Section 1341, Lessee and Lessor agree that nothing contained in this Lease shall be construed as binding Lessor to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of this Lease, or to involve Lessor in any contract or other obligation for the future expenditure of money in excess of such appropriations.

41. GENERAL PROVISIONS

41.1. No Payments by Lessor

Under no circumstances or conditions, whether now existing or hereafter arising, and whether or not beyond the present contemplation of the Parties, shall Lessor be expected or required to make any payment of any kind whatsoever with respect to the Premises or be under any obligation or liability except as expressly set forth in this Lease.

41.2. No Congressional Conflict of Interest

No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Lease, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Lease if made with a corporation for its general benefit.

41.3. No Third Party Beneficiary

This Lease shall not be construed to confer upon any person or entity, other than the Parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third party beneficiary status or any right to enforce any provision of this Lease.

41.4. No Concession Contract

Lessee hereby agrees that Lessee is not a Concessioner and that the provisions of law regarding National Park Service concessionaires, including 54 U.S.C. Section 101911 - 101926, do not apply to Lessee or this Lease.

41.5. Relocation Assistance

No rights shall be acquired by virtue of this Lease entitling Lessee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

41.6. Severability

In case any one or more of the provisions of this Lease shall for any reason be held in a final disposition by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provisions had not been contained in this Lease, unless the rights and obligations of the Parties have been materially altered by such holding of invalidity, illegality or unenforceability.

41.7. Exhibits

Each of the exhibits referenced in this Lease is attached hereto and incorporated herein.

41.8. Time of the Essence

Time is hereby expressly declared to be of the essence of this Lease and of each and every Provision of this Lease.

41.9. Headings

Article, Section and Subsection headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way limiting or amplifying the Provisions of this Lease.

41.10. Lease Construed as a Whole

The language in all parts of this Lease shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Lessor or Lessee. The Parties acknowledge that each party and its counsel have had the opportunity to review this Lease and ROA. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed or applied in the interpretation of this Lease.

41.11. Meaning of Terms

Whenever the context so requires, the neuter gender shall include the masculine and the feminine, and the singular shall include the plural and vice versa.

41.12. Applicable Law

The laws of the United States shall govern the validity, construction and effect of this Lease.

41.13. Entire Agreement and Amendment

This instrument, together with the exhibits hereto, constitute the entire agreement between Lessor and Lessee with respect to the subject matter of this Lease and supersede all prior offers, negotiations, discussions, and correspondences, oral and written. This Lease shall be terminated on the Termination Date and shall have no further force and effect, except for provisions that expressly survive such termination. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Lessor and Lessee.

41.14. Joint and Several Liability

If there is one or more individuals named as Lessee hereunder, the obligations and liabilities of the Lessee hereunder shall be joint and several.

#### 41.15. Counterparts

This Lease may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

IN WITNESS WHEREOF, the Regional Director, Interior Regions 8, 9, 10 and 12, acting on behalf of the United States, in the exercise of authority delegated from the Secretary of the Interior, as Lessor, and Lessee have executed this Lease by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE  
INTERIOR, NATIONAL PARK SERVICE

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Regional Director  
Interior Regions 8, 9, 10 and 12  
"LESSOR"

Date: \_\_\_\_\_ By: \_\_\_\_\_  
"LESSEE"

Date: \_\_\_\_\_ By: \_\_\_\_\_  
"LESSEE"

*(Additional Lessee signature blocks to be added as appropriate.)*

[This page intentionally left blank]

**EXHIBIT A**  
**THE PREMISES**

[This page intentionally left blank]

## **EXHIBIT B RANCH OPERATING AGREEMENT**

### **I. GENERAL PROVISIONS**

1. This Ranch Operating Agreement (ROA) is entered into between the National Park Service and the signatories of the Lease identified as AGRI-8530-1000 \_\_\_\_\_. This ROA is effective on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless it is recertified in accordance with Article 4 of the Lease. Lessee is responsible for conducting all activities authorized on the Premises in accordance with the Provisions of the Lease and this ROA.
2. The definitions from the Lease are hereby incorporated into this ROA.
3. The activities authorized in this ROA are appropriate given site-specific conditions on the Premises and have either been analyzed in detail in the GMPA/EIS and approved in the Record of Decision, or are consistent with the GMPA/EIS as approved in the ROD and have been reviewed under the National Environmental Policy Act and other Applicable Laws as outlined in Article 21 of the Lease.
4. Activities authorized under this ROA have also been reviewed for consistency with the GMPA/EIS's approved zoning program as applied to the Premises, the application of which is depicted in Exhibit \_\_\_ attached hereto.

### **II. RENT**

1. *(Note: The process for establishing rent for activities authorized on the ranch and the schedule for rental payments will be determined through the appraisal process. Rental rate determinations will account for all activities occurring on the ranch, including diversification activities.)*

### **III. AUTHORIZED CATTLE OPERATIONS**

1. *(Note: Example text for a Beef Operation. Text could vary based on whether the operation is a cow/calf operation or a stocker operation. Additional details will be included in the ROA, or in an attachment to the ROA, following discussions between NPS and Lessee.)* The average stocking rate for this beef cattle grazing operation is \_\_\_\_\_ Animal Units (for \_\_\_\_\_ AUMs annually) for this year. Stocking rates may vary based upon the operational grazing regime and information derived from the monitoring of desired condition indicators and standards. Lessee shall provide monthly stocking rates by class of animal (cow, calf, bull) to Lessor by the 15th of the following month. Any adjustments to the stocking rate for this year must be approved in advance by NPS.

2. *(Note: Example text for a Dairy Operation. Additional details will be included in the ROA, or in an attachment to the ROA, following discussions between NPS and each Lessee.)* The number of cattle authorized for this dairy operation is \_\_\_\_ animals. This number includes \_\_\_\_ milk cows, \_\_\_\_ dry cows, \_\_\_\_ heifers, and \_\_\_\_ bulls. Stocking rates may vary based upon the operational grazing regime and information derived from the monitoring of desired condition indicators and standards. Lessee shall provide monthly stocking rates by class of animal (milk cow, dry cow, heifer, bull) to Lessor by the 15th of the following month. Any adjustments to the stocking rate for this year must be approved in advance by NPS.
3. Consistent with the GMPA/EIS as approved in the ROD, NPS will review stocking rates for beef and dairy operations based on the use of the rangeland forage production model (GMPA/EIS Appendix K), monitoring data, NPS range program manager and rancher expertise, historical information, USDA guidelines, and variation in ground conditions and weather/climate and make adjustments to authorized stocking rates as appropriate.
4. NPS may conduct spot counts at any time to determine the actual number of animals or Animal Units on the Premises and to determine whether animals are located in approved areas. Lessee shall remedy any exceedances of livestock numbers within 5 days of notice by NPS. If NPS notifies Lessee that cattle are located in non-approved locations, Lessee shall move cattle to approved locations within 24 hours.
5. NPS will conduct Residual Dry Matter (RDM) monitoring in the fall months prior to winter rains. If RDM measurements indicate that the applicable RDM standard is not being met, NPS may impose adjustments in stocking rates or other range management practices to improve range conditions. The determination of whether or not overgrazing is occurring shall be made by NPS and NPS's decision shall be final.
6. NPS may, in its discretion, update or modify grazing standards and livestock monitoring procedures at any time during the term of the Lease. NPS shall notify Lessee prior to the adoption of new grazing standards or monitoring procedures and inform Lessee of the date upon which such changes will take effect.
7. Manure accumulating around feeding or watering stations shall be promptly gathered and stored in accordance with Applicable Laws and in a manner that does not contribute to water pollution or create unsanitary or unsightly conditions. Alternatively, Lessee may dispose of manure outside the Park in accordance with Applicable Laws.
8. Manure generated on the Premises may be stored in the Ranch Core subzone for use as compost or fertilizer in the Ranch Core and Pasture subzones provided that such storage and use is accomplished in accordance with Applicable Laws. In addition, the following practice standards and mitigation measures apply to manure storage: \_\_\_\_\_.

**IV. MANURE AND NUTRIENT MANAGEMENT** *(Note: Manure and Nutrient Management is classified as an Other Management Activity in GMPA/EIS Table 5 and is further detailed in Appendix F. Requirements for Manure and Nutrient Management, together with required practice standards and mitigation measures, would be included in ROAs for dairy ranches and confined animal facilities. These operations must also comply with Regional Water Quality Control Board requirements, which are referenced in Section V below.)*

1. Manure spreading is limited to the Pasture subzone. Approved locations for manure spreading in the Pasture subzone are identified in Exhibit \_ .
2. Lessee shall notify Lessor if manure spreading would occur outside of the summer dry season.
3. *(Insert other conditions)*

**V. COMPLAINTS WITH REGIONAL WATER QUALITY CONTROL BOARD REQUIREMENTS** *(Note: the examples below reflect current Water Board orders. ROAs would be updated as necessary to track changes in Water Board requirements.)*

*Example 1: (Lessees who operate dairies or confined animal facilities will be required to comply with Regional Water Quality Control Board Order No. R2-2016-0031.)*

1. Lessee's operation is enrolled under Tier 2 of Order No. R2-2016-0031, *General Waste Discharge Requirements for Confined Animal Facilities within the San Francisco Bay Region* (Order 2016-0031). Lessee is solely responsible for compliance with all terms and conditions of Order 2016-0031, including any penalties or sanctions for non-compliance.
2. Lessee must promptly provide NPS with copies of the following submissions required under Order 2016-0031:
  - Notice of Intent
  - Facility Monitoring and Reporting Plan
  - Waste Management Plan
  - Grazing Management Plan
  - Nutrient Management Plan
  - Annual Reports (including water quality results and group monitoring reports)
  - Noncompliance Reports

*Example 2: (Ten Lessees who operate grazing operations in the Tomales Bay Watershed will be required to comply with Regional Water Quality Control Board Resolution R2-2018-0046.)*

1. Lessee's operation is located in the Tomales Bay Watershed and is subject to Resolution No. R2-2018-0046, *Renewal Of Conditional Waiver Of Waste Discharge Requirements For*

*Grazing Operations In The Tomales Bay Watershed (Tomales Bay, Lagunitas Creek, Walker Creek, And Olema Creek) In The San Francisco Bay Region (Resolution 2018-0046).* Lessee is solely responsible for compliance with all terms and conditions of Resolution 2018-0046, including any penalties or sanctions for non-compliance.

2. Lessee must provide NPS with copies of the following, which are required under Resolution 2018-0046:
  - Ranch Water Quality Plan
  - Annual Certifications including Compliance Monitoring and Reporting Records
  - Noncompliance reports as referenced in section 6H of Resolution 2018-0046).

**VI. FORAGE PRODUCTION** *(Note: Forage Production is classified as an Other Management Activity in GMPA/EIS Table 5 and is further detailed in Appendix F. Authorization to conduct Forage Production, together with required practice standards and mitigation measures, would only be included in ROAs for ranches where NPS has previously authorized this activity.)*

1. Forage production is authorized in the Pasture subzone on \_\_\_\_\_ acres as depicted on Exhibit \_\_\_\_.
2. *(Insert conditions)*

**VII. AUTHORIZED DIVERSIFICATION ACTIVITIES**

1. *Choose One:*

“Lessee has not requested any Diversification Activities and therefore none are allowed on the Premises.”

*Or*

“Lessee has requested and NPS has approved the following Diversification Activities on the Premises. No other Diversification Activities may be conducted.” *(Note: The examples below reflect types of diversification activities that could be authorized under the GMPA/EIS on ranches with residential use. The ROA for an individual ranch would only include provisions related to the type(s) of diversification authorized on that ranch. Diversification Activities not listed in Table 6 of the GMPA/EIS would require additional review and compliance in accordance with the Lease before being included in an ROA.)*

*Example 1:* NON-CATTLE LIVESTOCK SPECIES: Lessee may maintain up to \_\_\_\_\_ *(insert number and type of livestock )* \_\_\_\_\_ in the \_\_\_\_\_ subzone subject to the following conditions.

*Example 2:* CROPS: Lessee is authorized to grow \_\_\_\_\_ acres (up to a maximum of 2.5 acres) of \_\_\_\_\_ in the Ranch Core Subzone, in the area depicted on Exhibit \_\_, subject to the following conditions.

*(Insert conditions)*

*Example 3:* FARM TOURS: Lessee is authorized to conduct Farm Tours subject to the following conditions.

*(Insert conditions)*

#### **VIII. AUTHORIZED RANCH INFRASTRUCTURE & WATER CONTROL**

**MANAGEMENT ACTIVITIES** *(Note: Ranch infrastructure and water control activities listed in GMPA/FEIS Table 3 and further detailed in Appendix F would be included here if approved under the Lease, together with required practice standards and mitigation measures.)*

1. Lessee has requested and NPS has approved the following Ranch Infrastructure and Water Control Management Activities on the Premises.
2. *(Insert conditions)*

#### **IX. AUTHORIZED VEGETATION MANAGEMENT ACTIVITIES** *(Note: Vegetation Management activities listed in GMPA/FEIS Table 4 and further detailed in Appendix F would be included here if approved under the Lease, together with required practice standards and mitigation measures.)*

1. Lessee has requested and NPS has approved the following Vegetation Management Activities on the Premises.

*Example 1:* MOWING FOR BRUSH MANAGEMENT OR HERBACEOUS WEED TREATMENT: Lessee is authorized to conduct mowing for \_\_\_\_\_ *(insert purpose of mowing)* in the area depicted on Exhibit \_\_ subject to the following conditions.

*(Insert conditions)*

*Example 2:* INTEGRATED PEST MANAGEMENT: The following Pesticide Use Proposals have been approved by NPS: *(insert relevant information to identify approved proposal)*. Lessee shall comply with the terms of such authorizations, and all

pesticide application work must be supervised by a person licensed or certified in the use of the approved pesticides. Lessee shall provide information regarding the amount and timing of pesticide applications to Lessor so that Lessor can fulfill Lessor's reporting requirements regarding pesticide use in the Park.

*(Insert other conditions as appropriate.)*

## **X. REPORTING REQUIREMENTS**

1. *(Note: Reporting requirements related to the Biological Opinions issued by USFWS and NMFS will be added after receipt of the final Biological Opinions.)*
2. *(Note: Reporting requirements related to Lessee's use of water appropriated by the United States will be added as relevant to each ranch so that NPS can comply with its obligations under Applicable Laws.)*

## **XI. CYCLIC MAINTENANCE**

1. Article 18 of the Lease contains provisions relating to Lessee's responsibilities for Cyclic Maintenance, including Preservation Maintenance. In addition to Lessee's general obligations with respect to Cyclic Maintenance, the Parties have identified the following Cyclic Maintenance tasks as priorities for this ROA:
  - 1.1 *(Add list of priority Cyclic Maintenance and Preservation Maintenance projects here.)*

## **XII. RANCH SERVICE ROADS**

1. Lessee is responsible for maintaining the following roads on the Premises. *(Note: Attach map or insert narrative description of roads that Lessee is required to maintain.)*

## **XIII. RANCH FENCES**

1. Lessee is responsible for maintaining the following fences on the Premises. *(Note: Attach map or insert narrative description of fences that Lessee is required to maintain.)*

## **XIV. RANCH UTILITY SYSTEMS**

1. *(Note: The Parties may prepare a map depicting components of the utility systems that Lessee is responsible for maintaining.)*

## **XV. PARK RANCH WORKER HOUSING** *(Note: Additional provisions for ranch worker housing and rental rates for such housing will be determined through the appraisal*

*process.)*

1. Lessee is authorized to provide housing to Park Ranch Workers and their families in the buildings depicted on Exhibit \_\_\_\_.
2. The manufactured housing units depicted on Exhibit \_\_\_\_ constitute Lessee's personal property.
3. Lessee shall rent and maintain such housing in accordance with Article 17 of the Lease.
4. Rents charged shall not exceed the following for each authorized unit: *(List each unit and rental rate as determined through the appraisal process.)*

## **XVI. IMPROVEMENTS AND ALTERATIONS**

1. *(Note: If a rancher proposes an improvement, such as a new barn, appropriate terms and conditions would be included in this section if the proposal is approved by NPS under Article 21 of the Lease.)*

*(Signature blocks to be added)*

*(List of exhibits and attachments to be prepared at time of issuance)*

[This page intentionally left blank]