# MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF DIRECTORS PERSONNEL AND ADMINISTRATION COMMITTEE

### COMMITTEE MEMBERS

Mark Gonzalez, Chair

David Hart Richard Ortiz

TIME:

8:30 a.m.

DATE:

Friday, January 15, 2015

PLACE:

**Monterey County Water Resources Agency** 

Board Room 893 Blanco Circle

Salinas, CA 93901

(831) 755-4860

### AGENDA

1. Call to Order

### 2. Public Comment

(Limited to three (3) minutes per speaker on matters within the jurisdiction of the Agency not listed on this agenda. The public will have the opportunity to ask questions and make statements on agenda items as the Committee considers them.)

3. Approve the Minutes of the Personnel and Administration Committee meeting held on September 11, 2015.

The Committee will consider approval of the Minutes of the above-mentioned meeting.

- 4. Consider receiving an update on Personnel and Administration activities.

  Wini Chambliss, Administrative Services Assistant, will provide an update on personnel and administrative issues.
- 5. Consider receiving a report; and, providing direction to Staff regarding the Contract Holder's request to terminate Lake Nacimiento Grazing Lease #5.

  Brent Buche, Deputy General Manager, will provide information regarding this item.
- 6. Consider receiving an update on activities at the Lakes.

  Brent Buche, Deputy General Manager, will provide a verbal report of lake issues.
- Consider receiving an update on Real Property issues.

Brent Buche, Deputy General Manager, will provide a verbal report of real property issues.

- 8. Set next meeting date and discuss future agenda items.

  The Committee will discuss and determine details for its next meeting.
- 9. Adjournment

# MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF DIRECTORS PERSONNEL AND ADMINISTRATION COMMITTEE

### **COMMITTEE MEMBERS**

Mark Gonzalez, Chair Richard Ortiz David Hart

TIME

8:30 a.m.

DATE:

Friday, September 11, 2015

PLACE:

Monterey County Water Resources Agency

893 Blanco Circle Salinas, CA 93901 (831) 755-4860

# **MINUTES**

1. Call Meeting to Order @ 8:30 a.m. by Committee Chair Mark Gonzalez

Members Present:

Richard Ortiz, David Hart, Mark Gonzalez

Members Absent:

None

A quorum was established.

2. Public Comment

None

3. Approve the Minutes of the Personnel and Administration Committee meeting held on August 14, 2015.

# **Committee Action:**

On motion and second by Directors Hart and Ortiz, approved the Minutes of the Personnel and Administration Committee meeting held on August 14, 2015.

Motion carried unanimously by those members present.

Consider receiving an update on Personnel and Administration activities.
 Wini Chambliss, Administrative Services Assistant, provided an update on personnel and administrative issues.

# **Committee Action:**

On motion and second by Directors Hart and Ortiz, received the update on Personnel and Administration activities.

# Motion carried unanimously by those members present.

Consider receiving an update on activities at the Lakes.
 Brent Buche, Deputy General Manager, provided a verbal report of lake issues.

Public Comment: John Baillie

# **Committee Action:**

On motion and second by Directors Hart and Ortiz, received the lake update.

Motion carried unanimously by those members present.

Consider receiving an update on Real Property issues.
 Brent Buche, Deputy General Manager, provided a verbal report of real property issues.

# **Committee Action:**

On motion and second by Directors Hart and Ortiz, received the real property update.

Motion carried unanimously by those members present.

 Consider receiving an update on construction of the Elvee Drive Bridge Project by the City of Salinas that spans over the Reclamation Ditch.
 Manuel Quezada, Senior Water Resources Engineer, provided an update for this project.

# Committee Action:

On motion and second by Directors Hart and Ortiz, received the update on construction of the Elvee Drive Bridge Project by the City of Salinas that spans over the Reclamation Ditch.

Motion carried unanimously by those members present.

8. Consider receiving and recommending approval, and recommending that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution to: a) Approve the Records Retention Schedule (hereafter "Schedule") for the Monterey County Water Resources Agency (hereafter "WRA") for the storage and/or destruction of WRA records in compliance with federal and state laws, county codes and policies; and, b) Authorize the General Manager or designee to destroy or cause the destruction of WRA records in accordance with the approved Schedule for the WRA.

Wini Chambliss, Administrative Services Assistant, provided information regarding this item.

# **Committee Action:**

On motion and second by Directors Hart and Ortiz, received the report and recommend approval, and recommend that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution to: a) Approve the Records Retention Schedule (hereafter "Schedule") for the Monterey County Water Resources Agency (hereafter "WRA") for the storage and/or destruction of WRA records in compliance with federal and state laws, county codes and policies; and, b) Authorize the General Manager or designee to destroy or cause the destruction of WRA records in accordance

# with the approved Schedule for the WRA.

- 8. Set next meeting date and discuss future Agenda
  The next meeting is scheduled for October 9, 2015 at 8:30 a.m. No future agenda items were discussed.
- 9. Adjournment
  The meeting adjourned at 9:20 a.m.

Submitted by: Alice Henault

Approved on:

# MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF DIRECTORS – PERSONNEL AND ADMINISTRATION COMMITTEE

MEETING DATE:	January 15, 2016		AGENDA ITEM:		
AGENDA TITLE:	Consider receiving an update on Personnel and Administration activities.				
*	Consent ( ) Action ( ) Information ( X )				
SUBMITTED BY: PHONE:	Wini Chambliss (831) 755-4896	PREPARED BY: PHONE:	Wini Chambliss (831) 755-4896		
DEADLINE FOR BOARD ACTION:		January 15, 2016			

# RECOMMENDED BOARD ACTION:

Receive an update on personnel and administrative activities.

# PRIOR RELEVANT BOARD ACTION:

None.

# **DISCUSSION/ANALYSIS:**

# **PERSONNEL**

# Recruitments

Associate Water Resources Hydrologist

The top five candidates were interviewed on September 18, 2015, resulting in the promotion of two current Staff members: Tamara Voss and Jennifer Bodensteiner.

Water Resources Technician

The top seven candidates were interviewed on November 12 and 13, 2015 resulting in the hiring of one Water Resources Technician, with the possibility of an additional hire if the budget will permit.

Office Assistant II

Central HR has developed an Eligible List; however, interviews have not yet been held.

# MONTEREY COUNTY WATER RESOURCES AGENCY BOARD OF DIRECTORS – PERSONNEL AND ADMINISTRATION COMMITTEE

MEETING DATE:	January 15, 2016		AGENDA ITEM:	
AGENDA TITLE:	Consider receiving a report; and, providing direction to Staff regarding the Contract Holder's request to terminate Lake Nacimiento Grazing Lease #5.			
Consent ( ) Action ( X ) Information ( )				
SUBMITTED BY: PHONE:	Brent Buche (831) 755-4860	PREPARED BY: PHONE:	Brent Buche (831) 755-4860	
DEADLINE FOR BOARD ACTION:		January 15, 2016		

### RECOMMENDED BOARD ACTION:

Receive a report; and, provide direction to Staff regarding the Contract holder's request to terminate Lake Nacimiento Grazing Lease #5.

# PRIOR RELEVANT BOARD ACTION:

On September 27, 2010, the Board of Directors Accepted Bids and Signed Agreements for Grazing Leases at Lakes San Antonio and Nacimiento.

# DISCUSSION/ANALYSIS:

Representatives for the Grazing Lease Contract Holder for Lake Nacimiento Lease #5 have submitted a request to terminate the contract. Staff has conferred with County Counsel and was directed to the Personnel and Administration Committee for direction.

### OTHER AGENCY INVOLVEMENT:

None.

### **FINANCING:**

Revenue from this Grazing Lease is recorded in Fund 114 Unit 8267.

FINANCIAL IMPACT:	YES (X) \$10,650 Annual Revenue NO ()		
FUNDING SOURCE:	Revenue to Fund 114 Unit 8267		
COMMITTEE REVIEW AND RECOMMENDATION:			
ATTACHMENTS:	Request to terminate		
APPROVED:			
	General Manager Date		

# B. Wayne Hughes, Jr. Hughes PR Industries Inc. 22917 Pacific Coast Hwy., Suite 300 Malibu, CA 90265 (310) 774-5300

DEC 0 8 2015
WATER RESOURCES

November 30, 2015

Monterey County Water Resources Agency 893 Blanco Circle Salinas, CA 93901-4455

Re: Grazing Lease Contract, Lake Nacimiento Lease #5

Dear Board of Supervisors:

Mr. Hughes would like to terminate his Grazing Lease Contract, Lake Nacimiento Lease #5, a copy of which is enclosed with this letter. Mr. Hughes no longer owns the adjoining land known as Heartland Mark; thus, it is no longer beneficial to him to lease grazing land next to property that he no longer owns.

Please advise, as quickly as possible, how Mr. Hughes may terminate the lease, originally executed August 31, 2010. Thank you for your assistance with this matter.

Sincerely,

Steve Colgate,

General Counsel

SWC:slo

# MONTEREY COUNTY WATER RESOURCES AGENCY GRAZING LEASE CONTRACT LAKE NACIMIENTO LEASE #5

This is an agreement between the Monterey County Water Resources Agency, hereinafter referred to as Landlord, and Lessee, Wayne hereinafter referred to as Tenant.

### RECITALS

This agreement is made with respect to the following facts:

- A. Landlord is the owner of unimproved real property near and alongside Lake Nacimiento, referred herein to as the "reservoir";
  - B. Tenant desires to lease said property from Landlord, for the purpose of grazing livestock.

### COVENANTS

NOW, THEREFORE, the parties agree as follows:

- Lease agreement. Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the premises described in Exhibit A, subject to the terms of this agreement.
- 2. Term of lease; cancellation. The term of this lease shall be for seven years, beginning on November 1, 2010, and ending on October 31, 2017. Landlord may cancel this lease, effective on October 31 of any year before 2015, by giving written notice to Tenant of such cancellation at least 120 days before the effective date of such cancellation. If the California Health Department or any other regulatory body orders Landlord in writing to halt grazing around Lake Nacimiento this lease may be terminated by Landlord giving no more than 90 days written notice to Tenant, and reimbursing Tenant for remaining rent on a prorated basis. The lease may also be terminated by failure of lessee to provided quarterly reports to the Agency two times in a row.
- 3. Annual rent. Tenant shall pay to Landlord each year the amount of \$\_\_\_\_\_. The annual rent for the first year shall be paid in full, on or before execution of this lease. The annual rent for each succeeding year shall be due and payable in advance, in full, on or before the immediately preceding July 31.
- 4. <u>Late charges.</u> Tenant shall pay a late charge equal to 10% of the overdue amount, for rent payments and for any other payments due from Tenant to Landlord under this lease, for each successive 30-day period or portion thereof during which the amount due remains unpaid.
- 5. <u>Cancellation of lease</u>. If the annual rent is not paid in full when due then at any time after the due date, while the rent or any portion thereof remains unpaid, Landlord may revoke this lease, without notice to Tenant, and/or Landlord may re-enter the premises and may occupy the same, without notice to Tenant and without process of a court of law. Such revocation of the lease, re-entry of the premises, and/or occupation of the premises, shall not relieve Tenant of the obligation to make all rental payments and late charges as are then due and unpaid, and shall not relieve Tenant of the obligation to make all future rent and other payments under this lease when

due. Failure to provide quarterly reports for two consecutive quarters, as required in section 17, is grounds for termination of this lease. The land lord reserves the right to deny continuance of any activity that it deems to be damaging to Agency land and the reservoirs.

6. <u>Joint and several</u>. If more than one Tenant is named in this lease, the obligation of each such Tenant shall be joint and several.

# 7. Use of premises.

- (a) Tenant may use the premises only for the grazing of stock, in conformity with the terms of this agreement. Reasonable overnight use to facilitate working with stock or to protect the premises may be permitted, provided that written approval is obtained in advance from Landlord's General Manager.
- (b) Unless specifically permitted in this agreement, Tenant may not use or permit the use of any of the premises for camping, picnicking, hunting, overnight occupancy (except as otherwise provided herein), or access to the reservoir for recreation purposes (including but not limited to hunting, boating, and fishing) unless explicitly approved by Landlord's General Manager.
- 8. <u>Pest control.</u> Tenant will at the request of and no cost to Landlord and in conformity with all applicable governmental regulations, poison squirrels and/or noxious weeds, or take other appropriate steps to control the population of such pests and invasive species.
- 9. <u>Fire precautions</u>. At a minimum, tenant will at no cost to Landlord, take whatever fire prevention and control measures are required on the premises by duly constituted authorities.
- 10. Clearing land. Tenant shall not clear any portion of the land, and shall not cut any trees on the land, without first obtaining the written consent of Landlord's General Manager.
- 11. Stock management. Tenant shall not suffer or permit stock, especially bulls, or animals used to control stock to harass or endanger humans or property. Tenant shall remove any aggressive or dangerous animals from the premises, as soon as Tenant learns that those animals possess such tendencies.
- 12. <u>Improvements to premises.</u> Tenant shall make no improvements to the premises, including, but not limited to, fences, cattle guards, stock ponds, and habitable structures, and conservation measures as described in section 19.d and outlined in Exhibit B without first obtaining the written consent of Landlord's General Manager. All improvements shall become the property of Landlord upon termination of this lease. Landlord will not unreasonably withhold its consent to those improvements which are required under this lease.
- 13. Fencing. Tenant shall contain all stock within the premises by fences or suitable enclosures, or by providing riders. Regardless of the containment method used, Tenant shall maintain all fences in a "stock tight" condition. Where necessary to contain stock, Tenant shall build new fences where none presently exists and shall repair or upgrade existing fences. The location of any new fencing shall be mutually agreed upon between Tenant and Landlord prior to any construction. Tenant shall provide fencing around recreational facilities where needed to

prevent stock from entering said recreational facilities. When the water level is receding in the reservoir, Tenant shall provide temporary fencing extending into the water at the shore of the reservoir, in order to prevent movement of stock between adjacent properties. For Safety reasons, and when the water level is rising in the reservoir, Tenant shall remove fencing before it is completely submerged. Fencing cannot extend further than 10 feet into the water without approval by the Agency. Any fencing in the water at any level must be identified by buoys or markers visible for a distance of 200 feet to anyone on the lake. New fencing to the maximum extent possible shall follow above the high-water mark in order to prevent stock contact with reservoir waters. The Financial incentive stipulated in section 14 which allows up to a 50% reimbursement of the current year's rent, only applies to new fencing which meets the objectives of eliminating stock contact with reservoir waters.

- 14. Credit for improvements. Tenant shall receive a credit against the next year's rent payment for the cost of certain new improvements made to the premises in conformity with this lease. Eligible improvements include new fencing, new stock ponds, new cattle guards, and other new improvements approved for rent credit purposes by Landlord's General Manager. In order to receive the credit, Tenant, before undertaking work on the improvement, must submit the proposed improvement to the General Manager, including such information pertaining to the improvement as the General Manager may request, and must receive written verification from the General Manager that the improvements are eligible for the credit. The General Manager will require that the Tenant submit invoices, photographs, receipts, and other documentation in order to verify that the improvements were installed and the costs actually incurred in the amounts stated by Tenant.
  - (a) The amount of the credit for improvements installed in any lease year (November 1 October 31) shall be limited to 20% of the annual rent for the succeeding lease year except as stipulated in section 14.b. Any excess improvement costs not credited in one year may be carried over to succeeding years, provided that the total amount of credit in any single year shall not exceed 20% of the yearly rent. Improvements installed during the seventh year, and improvement costs carried over from previous years to the first year, are not eligible for credits. Improvements installed during any earlier year in which the lease is cancelled under section 5, and carry- over to that year, are not eligible for credits. Improvements installed during any earlier year in which this lease is cancelled under section 2, together with any improvement cost carry-overs to that year, will be eligible for a reimbursement from Landlord in an amount up to 20% of the current year's rent.
  - (b) Fencing which works toward the Landlord's goal of eliminating stock contact with reservoir waters will be eligible for a rent credit of up to an additional 30% credit over the 20% allowed in Section 14A if approved by the Monterey County Water Resources Agency Board of Directors Personnel and Administration Committee
- 15. Lease subject to recreational use of reservoir. If any of the leased premises are inundated by the waters stored in the reservoir, Tenant shall allow the boating public free access over the inundated portions of the premises. The boating public may also use the beaches immediately adjacent to the shoreline, during daylight hours, provided that Tenant shall not provide overland access to those beaches. If recreational use is causing problems, or for other good reason, Landlord's General Manager may, at the request of Tenant, place any beach on the premises off

limits to the general populace, and Tenant may then post "No Trespassing" signs on such beach at no cost to Landlord.

- 16. <u>Quarterly reports</u>. Tenant shall make written quarterly reports to Landlord's General Manager, beginning December 31, 2010; in the format provided in Exhibit D. Failure to provide quarterly reports for two consecutive quarters are grounds for termination of this lease.
- 17. <u>Livestock distribution</u>. Tenant shall make every effort to maintain a distribution of livestock over the premises which will achieve uniform range utilization, minimize sacrifice forage areas, and reduce overall fire hazard. Therefore, unless otherwise directed in writing by Landlord's General Manager, Tenant shall insure (1) that salt blocks and feed supplements are distributed throughout the premises and moved as necessary to promote an optimum distribution of livestock, and (2) that salt blocks and feed supplements are not placed within 1/4 mile of any watering source or paved road.

# 18. Overgrazing and Best Management Practices.

- (a) Tenant shall not suffer or permit the overgrazing of any portion of the premises. Overgrazing occurs when, in the opinion of Landlord's General Manager, accessible forage has been utilized to the extent where further grazing would be detrimental to the land or vegetative resources. Landlord shall determine whether overgrazing has occurred using any method that fairly determines the amount of forage remaining on the premises or on any portion thereof. The decision by the General Manager that overgrazing has occurred shall be conclusive and final. In determining whether overgrazing has occurred, the General Manager may refer to standards set forth in University of California Leaflet 21327, "Guidelines for Residue Management on Annual Range."
- (b) If the General Manager determines that overgrazing has occurred, the General Manager may take any or all of the following actions: the General Manager may direct that the stock be removed from all or part of the affected premises; may direct that the herd be reduced in number, even down to zero if necessary to protect the forage; and, if the General Manager directs that stock be removed from a portion of the premises, may direct that Tenant install appropriate fencing or take other protective measures needed to keep the stock off the affected portion of the premises. In any event, if the General Manager determines that there remain on the premises or any portion thereof less than 600 pounds of residual dry matter per acre, the General Manager may direct that the number of stock on that portion of the premises be reduced to zero. Tenant shall comply promptly with any such direction by the General Manager, and Tenant shall continue to comply with such directions and any modifications thereof, until Tenant receives written notification from the General Manager releasing such directions.
- (c) Ranch Plan. The tenant agrees to complete a Ranch Plan form provided by the Agency within one year of occupancy. Tenant will work closely with Landlord to complete and implement this plan, which will include Best Management Practices that are applicable for this lease. Once this plan is completed, it will guide the specific actions taken by Tenant to meet Landlord's Conservation Objectives and Goals

- (d) The Conservation Goals and Objectives listed in Exhibit B provide the Landlord's management objectives for these premises. All lessees must employ practices which are in accordance with these Goals and Objectives. Standard practices on all of the Landlord's leases shall be to provide water for stock away from the reservoir's high-water mark.
- 19. No rent reduction during periods of reduced grazing. There will be no reduction in rent during any period during which overgrazing restrictions, remedies, or protective measures are in force. It is Tenant's responsibility to insure that good range management practices are utilized at all times, including during drought as well as during normal and wet years, so as to avoid the need for Landlord to direct reductions in the number of animals allowed on the premises or to direct other reductions in the use of the premises.
- 20. No assignment or subletting. Tenant shall not assign this lease or sublet the premises without the prior written consent of the Landlord's General Manager. Any attempt to do so shall be null and void, and may, at the discretion of the General Manager, result in the immediate cancellation of this lease, without notice to Tenant.
- 21. <u>Prohibition against involuntary assignments.</u> Any involuntary assignment of Tenant's interest in this lease shall constitute a default by tenant under this lease and shall give Landlord the right to terminate this lease by giving written notice of termination to Tenant or to Tenant's successor or personal representative. For purposes of this section, "involuntary assignment" shall mean any of the following:
- (a) The transfer of this lease or any interest in this lease by will or intestate succession on Tenant's death;
- (b) The appointment of a receiver, trustee, or other like official to take possession of substantially all of tenant's assets located at the premises or of Tenant's interest in the lease, when possession is not restored to Tenant within 45 days;
- (c) The attachment, execution, or other judicial seizure of substantially all of Tenant's property located at the premises or of Tenant's interest in this lease, when such seizure is not discharged within 30 days;
- (d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors;
  - (e) The commencement of a federal bankruptcy proceeding by or against Tenant; or
  - (f) The insolvency of Tenant.
- 22. <u>Indemnification</u>. Tenant shall indemnify, defend and save harmless Landlord and the County of Monterey and their officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including but not limited to damages and court costs) occurring or resulting to any and all persons, firms or corporations for damage, injury or death arising out of or connected with Tenant's possession or occupancy of the premises.
  - 23. Insurance. Tenant shall acquire and maintain throughout the lease such insurance as

required by Monterey County Risk Management Division. Without limiting Tenant's duty to indemnify, Tenant shall, at no cost to Landlord, maintain in effect throughout the term of this agreement a policy or policies of insurance including meeting the requirements hereinafter set forth:

- (a) Tenant shall maintain comprehensive general liability insurance, covering all of Tenant's operations on the premises and Tenant's use and occupancy of the premises with a combined single limit of not less than \$1,000,000.00.
- (b) Each policy shall be with a company authorized by law to transact insurance business in the State of California, and shall be written on an occurrence form.
- (c) Each policy shall provide that Landlord shall be given notice in writing at least thirty days in advance of any change, cancellation or non-renewal thereof.
- (d) Each policy shall provide an endorsement naming the Landlord and the County of Monterey and their officers, agents and employees as additional insureds, and shall further provide that such insurance is primary to any other insurance maintained by the Landlord or the County of Monterey.
- (e) Prior to the execution of this agreement by the Landlord, Tenant shall file certificates of insurance with the Landlord and with the Monterey County Risk Management Division, showing that Tenant has in effect the insurance required by this contract. Tenant shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- 24. No real estate commission. Landlord shall pay no real estate commission for procuring this lease.
- 25. Right to enter and inspect. Landlord and its officers, agents and employees, shall have the right at all times to enter upon the premises to inspect the same or for other proper purposes.
- 26. <u>Duties on expiration of lease</u>. At the expiration or termination of this lease, Tenant will quit the premises, will remove all of Tenant's stock from the premises, and will leave the premises and all improvements thereon in good condition and repair. As to the condition of the range, "good condition" means that the range is not overgrazed.
- 27. Compliance with laws. Tenant shall comply with all laws applicable to the conduct of its operations on the premises and to the management and disposition of all livestock grazed on the premises
- 28. No waste, nuisance, or unlawful use. Tenant shall not commit or permit others to commit waste on the premises. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance on the premises as defined in Section 3479 of the California Civil Code. Tenant shall not use or permit the use of the premises for any unlawful purpose.
  - 29. Landlord's lease administrator. Landlord's General Manager, or designee, (herein referred

to as "General Manager") shall act as the lease administrator for Landlord.

30. Installing new water systems and making other improvements for the purpose of watering stock are highly encouraged, if they meet Landlord's conservation objectives. Landlord will allow Tenant to use reasonable amounts of reservoir water to water stock at no charge to Tenant. Tenant shall install and maintain water systems to provide water for stock at a location that limits stock contact to reservoir waters. No water which is made available to Tenant as a part of this lease may be exported from Landlord's premises or used for any purposes other than watering stock on the lease premises, nor shall water be utilized for the benefit of livestock or other purposes on adjoining, non-Agency properties.

IN WITNESS WHEREOF, the parties execute this lease as follows: TENANT: Dated: 8/31/10 LANDLORD: MONTEREY COUNTY WATER RESOURCES AGENCY Chair, Board of Supervisors Approved as to form: Approved as to fiscal terms: Dated: Monterey County Water Resources Agency Approved as to form:

Approved as to fiscal provisions:

Deputy County Counsel

Administrative Analyst

Dated:

Dated:

Dated:

Dated:

Dated:

Dated:

Dated:

# **EXHIBIT A**

# Lease Premises (Nacimiento Reservoir)

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the NACIMIENTO RESERVOIR; Township 25 South, Range 9 East, Mount Diablo Base and Meridian, all within San Luis Obispo County as shown on the Exhibit "A" Map on file in the office of said MONTEREY COUNTY WATER RESOURCES AGENCY, 893 Blanco Circle, Salinas, California.

PARCEL 4 (Lease 5) - Contains approximately 263 acres above the highwater line and 840 acres below the highwater line.

In case of a discrepancy between words and figures, the words shall prevail.

See attached map of premises.

# **EXHIBIT "B"**

# Conservation Goals and Objectives

- Protect the Water Quality and Quantity of Reservoirs. A goal of the Agency is to eliminate access by cattle to reservoir waters as soon as practicable.
- 2. Minimization of fire hazards through vegetative fuel management and responsible livestock management.
- Preservation of open space for recreation, scenic beauty and education, and
  preservation of native plants and animals, and biotic communities; all or portions of
  the Agency Land, including the Premises, may be made open to the public subject to
  reasonable restrictions determined by Landlord.
- 4. Maintenance of rich and productive grassland and oak woodland communities with healthy populations of rare, threatened or endangered vertebrates, significant native grasses, and for components and minimal exotic pest plants.
- 5. Restoration of degraded vegetation and wildlife habitat.
- Maintenance of livestock distribution over the Premises, to achieve uniform range utilization, reduce overall fire hazard, minimize sacrifice forage areas and meet conservation objectives.
- 7. A key requirement for any lease will be the completion of a ranch plan within one year of execution of a contract which will lay out specific measures that will be used on each lease to protect the water quality and quantity of the reservoirs.

### **EXHIBIT C**

# Definitions

Carrying Capacity: The maximum number of specific kinds and classes of animals that

can graze a separate field for a specific time for optimum results.

Field: An area enclosed and separated from other areas by fencing or

other barriers.

Indigenous: Born, growing or produced naturally in an area or region (native).

Livestock/Stock: Domestic animals (cattle) kept or raised for use or profit.

Monitoring: The systematic collection, analysis and interpretation of data to

evaluate progress toward meeting MCWRA's Resource

Management Plan goals.

Residual Dry Matter: The amount of dried, dead plant matter left on the soil at the end of

the grazing season, which is measured in pounds per acre.

Monitored Grazing: A resource management practice where animals are moved

between two or more fields based on monitoring resource

conditions.

Stock Rate: The number of specific kinds and classes of animals grazing or

using a unit of land for a specified period of time.

Supplemental Feeding: The practice of supplying concentrated or harvested feed, within

restricted sites, to correct deficiencies of the range diet.

Stock Tight: California law requires lessees to fence livestock in.

Riders: Cowboys on horse or all terrain vehicles.

Recreational Facilities: Refers to the Monterey County Parks Department and their

Concessionaire

