

# EAST BAY REGIONAL PARK DISTRICT

## GRAZING LICENSE



2950 Peralta Oaks Court  
P.O. Box 5381  
Oakland, California 94605  
[www.ebparks.org](http://www.ebparks.org)

**SUMMARY OF GRAZING LICENSE TERMS**

This is a summary (“Summary”) of the principal terms and conditions of the Grazing License. Each item below shall be deemed to incorporate all of the terms and conditions set forth in the Grazing License pertaining to such item. In the event of any conflict between the information in this Summary and any more specific provision of the body of the Grazing License, the terms contained in the body of the Grazing License shall prevail.

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Licensor: East Bay Regional Park District

Licensee: \_\_\_\_\_

Park: \_\_\_\_\_

Grazing Unit: \_\_\_\_\_

County: \_\_\_\_\_

Acres: \_\_\_\_\_

Term: \_\_\_\_\_ year Initial Term commencing on \_\_\_\_\_  
 (“Commencement Date”) and ending on \_\_\_\_\_

Grazing Season: \_\_\_\_\_

Grazing Capacity: \_\_\_\_\_ AUMs

Permitted Use: Livestock grazing and authorized related activities

Estimated First Year Rent: \$ \_\_\_\_\_

Rent Payment Dates: \_\_\_\_\_

District Contact Information:

Licensee Contact Information:

Primary Contact: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Alt. Contact: \_\_\_\_\_

Alt. Contact: \_\_\_\_\_

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Notice Addresses of District:

Notice Address of Licensee:

East Bay Regional Park District  
Attn: Wildland Vegetation Manager  
2950 Peralta Oaks Court  
P.O. Box 5381  
Oakland, CA 94605-0381

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**EAST BAY REGIONAL PARK DISTRICT  
GRAZING LICENSE**

This GRAZING LICENSE is made and entered into in the City of Oakland, County of Alameda, State of California, on \_\_\_\_\_ by and between EAST BAY REGIONAL PARK DISTRICT, (“Licensor” or “District”), whose address is 2950 Peralta Oaks Court, Oakland, California 94605-0381, and \_\_\_\_\_, (“Licensee”), whose address is \_\_\_\_\_.

**1. GOALS AND PURPOSE**

The 2013 District Master Plan states, “The District will conserve, enhance, and restore biological resources to promote naturally functional ecosystems. Conservation efforts may involve using managed conservation-grazing, in accordance with the District’s Wildland Management Policies and Guidelines, prescribed burning, mechanical treatments, integrated pest management, and/or habitat protection and restoration.”

This License is a stewardship management tool and is entered into to further the District’s goals and purposes related to land stewardship. Consistent with District’s adopted policies, the District Stewardship Department develops and manages livestock grazing practices and plans for the Park Open Space and Wildlands, overseen by District’s Wildland Vegetation Program Manager and the Rangeland Specialist.

This License is consistent with and incorporates the following management objectives for each grazing unit: 1) minimize wildfire potential and brush encroachment, 2) maintain or enhance native grassland communities, 3) control and manage invasive weedy vegetation, 4) enhance wildlife habitat, 5) protect and enhance riparian and wetland habitat values, and 6) control and minimize erosion. The District Stewardship Department manages and implements grazing practices to benefit special status plant and animal species with the help of qualified livestock producers from the local and regional ranching community.

**2. PREMISES**

a. Licensor hereby licenses to Licensee, and Licensee hereby licenses from Licensor for the non-exclusive purpose of livestock grazing pursuant to the terms and conditions set forth in this License, that certain real property situated in the County of \_\_\_\_\_ State of California, containing an area of \_\_\_\_\_ acres, more or less, and more specifically described and depicted in the Summary and Exhibit A attached hereto and made a part hereof (“Premises”).

b. Licensor makes no warranties and/or representations to Licensee concerning the suitability of the Premises for grazing purposes.

c. Licensee’s use of the Premises is subject and subordinate to the following conditions:

(1) The primary rights of individuals using East Bay Regional Park District owned, operated, or leased lands, which comprise the Premises in whole or in part.

- (2) All policies, rules, and regulations of the East Bay Regional Park District.
- (3) All existing easements, servitudes, licenses, and rights of way existing on the Premises for canals, ditches, levees, roads, highways, and telegraph, telephone, and electric power lines, railroads, pipelines, and other purposes, whether recorded or not.
- (4) This Grazing License does not bestow a property right or vested interest in the Premises or entitlement to conduct future grazing activities on the Premises, as the License is revocable pursuant to the terms of this Grazing License. This Grazing License is a privilege granted specifically to the Licensee for the use and benefit of the Licensee for privilege of conducting permitted grazing activities on the Premises and do not run with the land.
- (5) Recognition by the Licensee that the Premises consist of public land, and that cooperation of the Licensee and Licensors is necessary to conserve the flora, fauna, soil, water, air, and other natural resources of the Premises through appropriate land management.
- (6) District reserves the right to use the Premises for all public open space purposes, including but not limited to natural resource restoration and management, natural resource monitoring, road grading, mowing, plowing, seeding, fertilizing, prescribed burning and performing any other appropriate or customary seasonal work. District further specifically reserves the right to make use of all roads and trails on the Premises for patrol, maintenance and such other uses as District may reasonably desire to make of such roads or trails. District also reserves the right to make the Premises open to the general public for open space recreation, subject to reasonable restrictions as determined by District, and including the right to construct trails, public trailhead facilities, and other facilities for such public use purposes.
- (7) District hereby reserves the right, at any time, to reduce the size of the Premises licensed hereunder, in whole or by any portion thereof, should the District determine to use such lands for park, open space or other District purpose inconsistent with Licensee's use. In this case, the License shall terminate as to those lands so identified within sixty (60) days following written notice from the District. Should less than the entire Premises be removed from the Lease pursuant to this Section, the animal unit months ("AUM"), as hereinafter defined, and as permitted hereunder, and the corresponding rental amount, shall be reduced proportionate to the reduction in the area, based on acreage and grazing capacity, subject to the License. In the alternative, Licensee may elect to terminate the License in its entirety and shall have no further rights or obligation hereunder except as to those matters specifically identified as surviving such termination.
- (8) District hereby reserves the right, at any time, to utilize the Premises licensed hereunder, in whole or by any portion thereof, should the District determine that it is within the District's best interests to utilize additional and/or alternative types of livestock or grazing systems that differ from the Licensee, in order to achieve specific vegetation goals. If the District determines the need to utilize additional and/or alternative grazing systems pursuant to this subsection, the District will first attempt to achieve these goals with the Licensee. If goals cannot be achieved with the Licensee, upon the approval of the District's Wildland Vegetation Program Manager or designee, the District may elect to bring in alternative livestock in a manner that will

not interfere with the operations of the license holder. It is expected that any such alternative grazing would be short term in duration to the extent necessary to meet vegetation management goals.

(9) Licensor reserves and retains for itself and its successors or assigns all waters and water rights appurtenant to the Premises and the right to all water subject to appropriation and use thereon, including the right to develop, conserve, store, and convey such water, and to remove, export, or deliver such water from the Premises to locations elsewhere upon, or to properties other than, the Premises, except such water as Licensor deems necessary and beneficial for watering of livestock on the Premises, and for other uses associated with the rights herein granted by this License, consistent with resource conservation objectives. Licensee's use of water on the Premises is allowed pursuant to the permission granted under this License and shall not develop into a prescriptive right.

### **3. USE OF PREMISES**

Licensee shall use the Premises solely for livestock grazing and those operations normally associated with such grazing and permitted by this License, and for no other purpose or purposes whatsoever, without the prior written consent of Licensor. Licensee shall conduct all operations on the Premises in a responsible, safe, professional, cooperative and environmentally conscious manner, and is responsible at all times for containment of livestock on the Premises.

### **4. ACCEPTANCE AND SURRENDER OF PREMISES**

By entry under this License, Licensee accepts the Premises in their present "as is" condition and agrees that on the last day of the term, or upon sooner termination of this License, or upon the withdrawal of Licensee from said Premises, Licensee shall peaceably vacate and surrender the Premises and the appurtenances thereon to Licensor in the same condition as when received, reasonable use, wear, or damage by fire, Act of God, or the elements excepted, and shall remove all personal property from the Premises.

### **5. ENTRY AND INSPECTION**

Licensor and its agents reserve full authority to enter onto the Premises to inspect them, make any changes or alterations or repairs which Licensor shall consider necessary for the protection, improvement or preservation thereof, or to post any notice provided for by law, or otherwise to protect any and all rights to Licensor; and Licensee shall not be entitled to any abatement of rental by reason of the exercise by Licensor of any such rights herein reserved. Nothing herein contained shall be construed to obligate Licensor to make any changes, alterations or repairs to said Premises.

### **6. LICENSEE AS INDEPENDENT CONTRACTOR**

Licensee enters into this License as an independent contractor and not as an agent or employee of Licensor, as the word "employee" is defined in the Workmen's Compensation Act of the State of California. At all times during the term of this License, Licensee shall be an independent contractor and shall not be an employee of Licensor. Licensor shall have the right to control Licensee only

insofar to ensure compliance with the terms of this License Agreement; however, otherwise Licensor shall not have the right to control the means by which Licensee accomplishes activities permitted under this License. Notwithstanding any other state or federal policy, rule, regulation, law, or ordinance to the contrary, Licensee and any of its employees, agents, and subcontractors conducting activities under this License shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Licensor, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Licensor and entitlement to any contribution to be paid by Licensor for employer contributions and/or employee contributions for PERS benefits.

## **7. ASSIGNMENT AND SUBLETTING**

Neither this license nor any rights or interest hereunder shall be transferred or assigned by Licensee voluntarily or involuntarily, nor shall the Premises or any portion thereof be sublet, nor shall Licensee permit the use of the Premises or any part thereof by any third party or parties for any purpose, nor shall this License or any interest therein be assignable by action of law, including bankruptcy (voluntary or involuntary) and no sheriff, trustee, creditor, purchaser at any judicial sale, officer of any court, or receiver shall acquire the use or possession of said Premises or any part thereof, nor shall they acquire any rights under this License, unless the written consent thereto of Licensor is first obtained. Licensee may, however, upon first obtaining the written approval of Licensor, take for pasturage livestock belonging to a third party or parties, provided that Licensee complies with all applicable terms of this License when taking livestock for pasturage. No such consent by Licensor under this paragraph shall constitute a waiver or discharge of the provisions of this paragraph except as to the specific instance covered by such consent.

## **8. LICENSEE HAVING AGENT OR MANAGER RELATIONSHIP**

Notwithstanding paragraph 7 above, Licensee may make legal arrangements with a third party to assist Licensee in operating the Premises and to manage permitted livestock under an agent or manager relationship, with the understanding that Licensee shall, at all times, retain full responsibility for compliance with the provisions, covenants, and requirements of this License. Licensee shall provide Licensor with a copy of the written agreement between Licensee and third-party agents or managers specifying the scope of authority conferred upon said agents or managers by the Licensee. The person or persons so designated shall, in addition, comply with all applicable provisions of this License.

## **9. INITIAL TERM, POSSESSION, EXTENSION, TERMINATION**

a. The initial term of this License shall be as set forth in the Summary, incorporated herein and made a part of the License, unless sooner terminated or mutually extended in accordance with the provisions contained herein.

b. If Licensee remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by Licensor to Licensee terminating this License by virtue of Licensor's written consent, and in the absence of a contrary written agreement between the parties, such possession by Licensee shall be deemed to occur from month-to-month terminable

upon thirty (30) days written notice given at any time by either party to the other, and subject to all provisions of this License.

c. Notwithstanding anything herein contained to the contrary, Licensor shall have the right at any time during the term, or any extension of the term, to terminate this License for any reason whatsoever upon sixty (60) days' prior written notice to Licensee.

d. Notwithstanding anything herein contained to the contrary, Licensor shall also have the right to terminate this License as to all or any portion of the Premises if Licensor requires the same to be devoted to resource protection and conservation or public park uses, or if any entity which has granted funds to acquire the Premises, or any part thereof, specifies or requires the land to be managed for another use or purpose. Said termination shall become effective upon Licensor giving Licensee sixty (60) days' prior written notice thereof. In the event that Licensor terminates the License pursuant to this subsection (d), Licensor shall not be liable for any damage caused to Licensee due to the early termination, and Licensee expressly waives any claim for damages due to termination of the License.

e. Licensee agrees that in the event of the inability of Licensor to deliver possession of the Premises at the commencement of the initial term, Licensor shall not be liable for any damage caused thereby nor shall this License be void or voidable, but Licensee shall not be liable for rent until such time as Licensor offers to deliver possession of the Premises to Licensee, but the term hereof shall not be extended by such delay. If Licensee, with Licensor's consent, takes possession prior to the commencement of the term, Licensee shall do so subject to all of the terms, covenants, and conditions hereof and shall pay rent for the period of time beginning with the date of possession and ending with the commencement of the initial term.

## **10. RENT**

As payment for grazing privileges, Licensee hereby agrees to pay rent to Licensor in two installments, semi-annually as outlined in Exhibit B for the actual livestock use that occurs over the grazing season, herein defined as the period beginning each November 1 and extending through October 31 of the following year. Licensee shall, during said term, pay to Licensor at its office at 2950 Peralta Oaks Court, Oakland, California 94605-0381 each and every installment of rent due, at the time and in the manner prescribed herein. Said rent shall be determined using the method described in Exhibit B of this Grazing License. Exhibit B includes the Rental Adjustment Table and the method for recording and calculating AUMs for the Stocking Reports. Rent shall be payable in lawful money of the United States. Licensee shall not accept any federal cost-sharing payments for conservation practices that would result in a duplicate payment.

## **11. STOCKING REPORTS**

a. Licensee shall submit monthly stocking reports which contain a brief description of activities on the licensed area in a form approved by the District, a copy of which is attached hereto as Exhibit C, or other format approved by Licensor in writing. Information in the stocking report shall include the dates introduced, number, kind and class of livestock, AUMs, and pasture units of all livestock grazing the Premises. The stocking report shall be submitted by email to the Park

Supervisor assigned to the Premises and to the Wildland Vegetation Program Manager or designee by the 15th of the following month. With prior written approval, stocking reports can be submitted by mail, fax, or other approved method. Reports submitted after the 15th shall be considered late. Missing or late reports shall constitute a breach of this License.

b. A final Stocking Report shall be submitted bi-annually by the Licensee to the Wildland Vegetation Program Manager or designee: at the end of the first half of the grazing season (April 30) and is due by no later than May 15; and at the end of the second half of the grazing season (October 31) due by November 15.

c. Timely and accurate submission of stocking reports are a material term of this License.

## **12. LICENSEE COMMUNICATION OBLIGATIONS**

a. Licensee shall notify the Wildland Vegetation Program Manager or Park Supervisor assigned to the Premises, or their designees fourteen (14) days prior to the date Licensee intends to introduce livestock to the Premises in order that Licensor can verify range readiness conditions as specified by this License. Licensee shall refrain from introducing livestock to the Premises until verbal authorization and concurrence for grazing to occur on said Premises is obtained from the Park Supervisor, Wildland Vegetation Program Manager, or Rangeland Specialist.

b. Licensee shall provide seven (7) days advance notice to the Licensor, and shall provide specific notification to the Park Supervisor assigned to the Premises, before performing any major livestock roundups, or activities involving the movement of animals on the Premises and/or the use of corral facilities, or the introduction or removal of livestock and must receive verbal authorization and concurrence of the Licensor and Park Supervisor for same to minimize conflicts with park users.

c. Licensor and Licensee shall provide to one another home, office, work, mobile, cellular, third party, and other telephone - numbers where they can be reached or a message can be left so that Licensee can respond to any messages or instructions within twenty-four (24) hours of receiving said communication. Licensor and Licensee will also maintain answering machine, voice mail, e- mail and/or FAX capability to provide a means of reporting emergency situations and conveying to one another important messages and instructions in the event of the other's absence. The Licensor shall require Licensee to respond within a minimum of twenty-four (24) hours and act upon said emergencies, messages, and instructions.

d. Wherever this License provides for written notice between the parties, or wherever the law requires or gives the right of serving a notice, written notice must be provided to Licensee and Licensor at the addresses listed in the Summary. In addition to providing written notice to the above address, notice may also be provided as appropriate either verbally, personally, by telephone, facsimile transmission, or electronic mail. Licensor and Licensee may, at any time by written notice, change the place of receiving notice.



### **13. ANNUAL REVIEW AND PLANNING REPORT**

An Annual Review and Planning Report (“ARPR”) provided by the Licensor, a copy of which is attached hereto as Exhibit D, shall be submitted by no later than \_\_\_\_\_.

The ARPR will be maintained by the Licensor for the Premises and it shall describe the type of grazing management that is presently employed (e.g., seasonal or year-long cow/calf program, seasonal stocker program, sheep, etc.) and any management adjustments and improvements that are required (e.g., grazing timing, stocking rates, season, infrastructure development, etc.). Following submittal of the ARPR, the Licensee, the Park Supervisor and Range Specialist shall meet between October 1 and December 31 to review and evaluate the current grazing management, exchange information and set goals and management adjustments for the following November to October grazing season. The Wildland Vegetation Program Manager will provide information and recommendations pertinent to the overall vegetation management goals. Any adjustments to the grazing management will be agreed upon and dated in a written planning report. Licensor shall comply with the terms of the final signed and dated summary report. Failure to comply with the report shall constitute a default under this License. Adjustments during the grazing season based on weather related issues, drought, and acts of God may be made by the Licensor, in its reasonable discretion.

### **14. LIVESTOCK CARRYING CAPACITY**

a. Livestock carrying capacity, as defined herein, is the level of livestock use allowed on the Premises consistent with forage production, resource conservation, and recreational objectives. The unit of measure of livestock carrying capacity shall be the animal unit month (AUM), which, as defined herein, is the amount of forage (equivalent to 1000 pounds of dry, herbaceous plant material) necessary to sustain a mature cow for a period of one month. Licensor shall regulate the kind and number of livestock, and the amount of time the Premises are grazed by same, herein defined as the period of use, to assure conformity to livestock carrying capacity estimates. Licensor shall be the sole judge as to the livestock carrying capacity of the Premises, or any part or parts thereof, and shall, at its option at any time, give such consideration as it deems advisable to the compatibility of said livestock carrying capacity with vegetation, wildlife, fisheries, soil, water, air, aesthetic, and other resource and recreational values.

b. The Licensor shall conduct an analysis of the Premises to identify areas the Licensor considers suitable for grazing and to estimate the forage production thereon. Residual dry matter standards described herein in Section 18 (a) shall be subtracted from the total amount of available forage produced on said suitable areas to determine how much forage is available for livestock to consume in an average, favorable, and unfavorable rainfall year. The livestock carrying capacity the Licensor assigns to the Premises shall be based on the estimated forage production in an average rainfall year and may be subject to change by Licensor and Licensor alone.

### **15. CHANGE IN LIVESTOCK CARRYING CAPACITY BY LICENSOR**

Licensor may, at any time, modify the kind and number of animals permitted, animal unit months, and/or period of use for the current year and any or all succeeding years remaining in the term, if,

in Licensor's opinion, such modification is necessary for conservation of the Premises. Written notice of any such change will be conveyed by Licensor to Licensee, who shall have fifteen (15) days in which to comply as directed. Unless so changed, said number of animals, AUMs, or periods of use for any lease-year shall remain as last authorized by the Licensor.

#### **16. CHANGE IN LIVESTOCK CARRYING CAPACITY BY MUTUAL CONSENT**

In addition to the changes in the kind and number of animals permitted, animal unit months, and/or period of use allowed on the Premises hereinabove provided for, livestock carrying capacity may also be changed at any other time by mutual agreement of the Licensee and Licensor. Any such change shall be in writing and shall remain in force and effect until the beginning of the next lease-year, unless sooner terminated or amended by further mutual agreement. Under such mutual agreement, rental for the Premises shall be revised upward or downward to reflect the change in livestock carrying capacity.

#### **17. EXCEEDING LIVESTOCK CARRYING CAPACITY WITHOUT AUTHORIZATION**

Licensee shall limit the number of livestock to be grazed upon the Premises and the period of use so that the authorized number of animal unit months is not exceeded. Should said Premises be grazed in excess of the authorized number of animal unit months, Licensee shall immediately remove all or such number of livestock as are necessary to comply with the maximum livestock carrying capacity authorized by the Licensor. In addition to all other rights which the Licensor may have or exercise under this License because of such overgrazing, Licensee shall pay to Licensor promptly, upon demand, three (3) times the rent in this License provided for each AUM or portion thereof grazed in excess of said authorized number, such amount being hereby agreed upon as the minimum damage to Licensor from such excess usage.

#### **18. RESIDUAL DRY MATTER STANDARDS**

a. Residual dry matter (RDM), as used herein, is a measure of dry, herbaceous plant material in pounds per acre or kilograms per hectare representing the amount of plant residue that the Licensor has specified must remain on the ground at the conclusion of grazing within the given grazing season. The amount of residual dry matter on the ground at the end of the grazing season until regrowth begins shall be approximately 1,000 lbs/acre on all slopes, unless directed otherwise by the specific grazing management plans for the site.

b. Licensee shall periodically monitor forage utilization to ensure that residual dry matter levels meet minimum standards to allow ample time to decrease herd size or remove livestock. If the RDM levels drop below the amounts hereinabove specified, then all livestock shall be immediately removed from the affected area(s) until such time Licensor determines that said area(s) have recovered sufficiently to allow restocking.

c. Optional residual dry matter standards that require more or less plant material to remain on the ground following grazing may be prescribed for the Premises, in whole or in part, at Licensor's discretion, to promote soil stability, maintain plant productivity or diversity, enhance visual and

recreational values, conserve wildlife habitat, and/or reduce fire hazards.

## **19. RANGE READINESS**

a. Livestock that traditionally are returned to the Premises prior to the onset of fall rains shall not be allowed to graze said Premises until an inspection and approval by Licensor, as set forth in Section 12 of this Grazing License is conducted by the Licensor to insure that adequate dry plant material is available to support permitted livestock into the late fall when green forage will begin to provide sufficient vegetative cover.

b. In situations where, in the previous grazing season, forage utilization has occurred to within or beyond the residual dry matter standards established in Section 20 (a) of this Grazing License, or standards established in a specific grazing plan for the Premises, Licensor shall require that sufficient plant regrowth be established to provide adequate forage and soil protection before grazing of the Premises, in whole or in part, will be allowed to resume or continue, and that the resumption or continuation of such grazing shall occur only after green annual grasses have achieved a height of two (2) to three (3) inches.

c. Licensor shall make an annual assessment of early rainfall patterns to determine whether precipitation appears average or significantly different than the norm. In the event said rainfall patterns remain below normal, resulting in below normal forage production and diminished livestock carrying capacity, Licensor shall reconsider, delay, or modify, if necessary, the date of livestock introduction to the Premises, period of use, and/or stocking levels commensurate with forage availability and other resource management considerations.

## **20. LAND MANAGEMENT AND FORAGE UTILIZATION**

a. Licensee shall distribute or rotate livestock evenly throughout said Premises or among pasture fields as specified by the Licensor. Licensee shall not cause overgrazing or under grazing to occur on the Premises and shall obtain optimum distribution of grazing animals over said Premises by frequent herding, by strategic location of supplemental feeds, and by maintaining in good condition and repair boundary and interior fencing and developed water for livestock. Licensee shall use said Premises in accordance with rangeland management practices specified by the Licensor, and with due regard to the conservation of the natural resources thereon, and without discrimination in reference to other private and leased lands controlled by Licensee as part of Licensee's overall grazing operation. Licensee shall conduct grazing operations on said Premises so that minimum residual dry matter standards are met or exceeded, except in areas near water facilities, corrals, loafing areas or soils with rocky or edaphic conditions (e.g. clay barren; serpentine) that will never meet 1000 pounds of forage production due to the soil type.

b. Licensor shall evaluate periodically the relative presence, abundance, dominance, and composition of native herbaceous plant species as an indicator of range condition in various locations of the Premises, and may prescribe management action to influence and enhance such plant composition through adjusting grazing practices on all or part of said Premises.

c. Licensee shall at all times prevent livestock from trespassing onto lands owned or operated

by Licensor for which the Licensee is not authorized to graze, into areas within the Premises excluded from grazing, or upon adjacent, third-party, private and public lands.

d. Licensee is responsible at all times to adhere to the aforementioned conditions, and Licensor shall advise Licensee when in the opinion of the Licensor, any of said conditions are not being accomplished. Licensee recognizes that in some years it may be necessary to reduce stocking or remove animals earlier than expected due to unusual or emergency conditions. In the event of overgrazing, Licensor shall have the right to direct the termination of grazing or reduce the amount of Animal Units. Should the License be terminated, Licensee shall have no recourse to damages against the Licensor or any of its employees.

## **21. WEED AND PEST CONTROL**

a. Licensee shall be responsible for the control of range weeds and pests as specified by the Licensor. The Licensor shall be responsible for first reducing weed and pest populations to what it determines to be a manageable level, and the Licensee shall take subsequent responsibility for weed and pest control thereafter at Licensee's sole cost and expense. Licensor shall determine at what point subsequent responsibility for weed and pest control will be transferred to the Licensee, and shall specify in writing the appropriate materials and practices to be used to achieve said weed and pest control, which Licensee shall abide by in conducting weed and pest control operations. An annual pest management site assessment maybe made of the Premises by Licensor's Integrated Pest Management Specialist and/or Rangeland Specialist, and Licensee shall be notified in writing of the status of the problem, need for, timing of, and procedures for conducting weed and pest control on the Premises.

b. Licensee is prohibited from transporting, mixing, applying, storing, or disposing or otherwise permitting the transportation, mixture, application, storage, or disposal of pesticides or hazardous substances upon the Premises without having first obtained written permission from Licensor's Integrated Pest Management Specialist. Licensee is further prohibited from using any pesticide or hazardous substance anywhere on the Premises in an unsafe or careless manner or in any manner that is contrary to the manufacturer's instructions as they appear on the label, or as further modified by the Licensor. The transportation, mixture, application, storage, or disposal of pesticides or hazardous substances upon the Premises shall be conducted in accordance and compliance with Licensor's pest management policies and practices, pesticide application permit requirements, and all Federal, State, County and local regulations. If licensee is trained and approved by the Integrated Pest Management Specialist to treat specific pests, licensee is responsible for the timely submittal of any and all required application reports.

c. Licensee shall take precautions to prevent drift, or movement off-site, of any and all chemicals used in weed and pest control operations, and the Licensee shall maintain sufficient materials, tools, and equipment on-site to contain and clean up any hazardous spills that may result from use of such chemicals. Licensee shall not dispose of on park land any excess chemicals, containers, medicines, materials, or paraphernalia used to control weeds and pests, or to treat livestock on the Premises.

## **22. LICENSEE’S OBLIGATION TO PERFORM ROUTINE MAINTENANCE**

a. Licensee shall, at Licensee’s sole cost and expense, and in a timely manner throughout the term hereof, maintain the Premises and all improvements thereon and all appurtenances thereto in good order and condition to the satisfaction of the Licensor, including, but not limited to, barns, boundary and interior fences, including fences installed for resource protection purposes, gates, corrals, cattleguards, water developments, and other improvements related to grazing use of said Premises without any alterations or additions except as shall be first approved by Licensor. It shall be acceptable to manage and maintain improvements and appurtenances that need replacement at a minimal operational level pending their replacement or reconstruction, as agreed by the parties hereto. Licensee hereby waives all rights to make repairs at the expense of Licensor as provided for in any statute or law in effect at the time of execution of this License or any amendment thereof or any other statute or law which may be hereafter enacted during the term of this License.

b. In the event Licensee shall fail to perform its obligations hereunder, Licensor, in addition to all other remedies available hereunder or by law, and without waiving any said alternative remedies, may perform same, with Licensee agreeing to repay Licensor the cost thereof as part of the rental payable as such on the next installment upon which rent becomes due, and failure to pay same shall carry with it the same consequences as failure to pay any installment of rent.

## **23. LICENSEE’S OBLIGATION TO PERFORM RESOURCE IMPROVEMENTS AND SPECIAL CONSERVATION ACTIVITIES**

a. “Resource Improvements and Special Conservation Activities” as used herein, shall mean any management activity for the protection, preservation, and improvement of the License area or any part thereof including property and any and all appurtenant facilities. Licensee’s may perform such resource management and improvements that may from time-to- time be approved in advance by the Park Supervisor and the Wildland Vegetation Program Manager. Reimbursement for associated costs expended shall be permissible for work involving new construction, reconstruction, relocation, or major repair of boundary and interior fences, or fences installed for resource protection purposes, gates, water developments, cattleguards, corrals, roads, trails, and other valid range improvement projects intended to sustain or improve grazing operations or promote resource protection or conservation. The estimates and final costs for any labor and materials born by the Licensee will be itemized in the Resource Improvement Authorization Form (Exhibit E). The construction and installation of the aforesaid improvements shall be in accordance with Licensor’s specifications and instructions, shall conform to proper design, size, location, installation, and safety standards established by the Licensor, and shall maintain harmony with other park uses, values, and activities. Upon completion and inspection of the improvements the Licensor will pay the Licensee for the final costs itemized in the Resource Improvement Authorization Form.

b. Projects constructed and installed using NRCS or RCD funds shall be in accordance with NRCS Standards and Specifications. Licensee shall not accept any federal cost-sharing payments for conservation practices that would result in a duplicate payment.

c. In any agreement entered into between Licensee and outside contractor(s), said contractor shall act as an independent professional and not as an agent of Licensor, and nothing contained in this agreement or any contractor agreement shall create a contractual relationship between any contractor or subcontractor and Licensor. Any agreements entered into by Licensee with contractors to perform work in accordance with this provision must receive prior written approval of the Licensor.

d. The Licensee shall notify Licensor at least seven (7) days prior to the commencement of said approved work and immediately upon completion thereof.

## **24. LIVESTOCK IDENTIFICATION**

All permitted livestock and their offspring shall be branded or marked with the brand or mark of the Licensee. Licensor, under certain conditions, may require Licensee to identify permitted livestock with distinctive eartags to prevent or detect trespass by unauthorized animals. Licensee may be required for the record to submit to Licensor a copy or copies of Licensee's Certificate(s) of Brand.

## **25. SUPPLEMENTAL FEEDING**

a. Licensee shall not conduct supplemental feeding of domestic livestock on the Premises to prolong grazing use in areas where established forage utilization levels have been reached or exceeded.

b. Licensee shall relocate nutritional supplements when such sites become sufficiently grazed, or at the direction of Licensor, as to minimize the potential for resource damage from congregating animals.

c. Licensee shall locate supplements out of sight of roads, trails and public use areas, in under-utilized areas of said Premises, and at least ¼ mile away from water, whenever possible. Supplemental feeding blocks should be protected from direct soil contact.

d. In the event of unusual or emergency circumstances, such as drought or the loss of vegetation by wildfire, or on a case-by-case basis, Licensor has the sole discretion to allow short-term supplemental feeding on the Premises within designated fields until Licensee can make arrangements to remove livestock from the Premises, which may require short-term confinement of permitted livestock to restricted locations within said Premises to minimize resource impacts.

e. In some unique cases, the Licensee would be allowed to use supplemental feed in a manner that would not negatively impact rangeland condition, as approved by the District.

## **26. DISPOSAL OF LIVESTOCK CARCASSES**

Licensee shall, at Licensor's sole discretion, remove, bury, or relocate to a remote site in a manner satisfactory to the Licensor any and all livestock which may die on the Premises. If Licensee fails to remove, bury, or relocate such livestock within five (5) days of notice by Licensor requesting

same, Licensor may, acting alone or through contract with an outside party, cause the removal, burial, or relocation of such livestock and be monetarily reimbursed by the Licensee for any labor and material expended.

## **27. CARE OF PERMITTED ANIMALS**

Licensee will maintain permitted animals in a healthy condition at all times. Cattle must meet a minimum Body Condition Score of 4. Licensor shall reserve the right to contract for the services of a veterinarian to attend to or euthanize sick animals on park land and be monetarily reimbursed by the Licensee in the event Licensee is unable or unwilling to provide medical assistance to the animal in a timely manner. Licensee shall remove from the Premises, within twenty-four (24) hours upon notification by Licensor, any and all problem or aberrant animals posing a threat or nuisance to park visitors, staff, or neighbors.

## **28. OUTBREAKS OF DISEASE**

Licensee shall immediately report to Licensor and all proper governmental authorities any case of infectious animal disease appearing in livestock on the Premises, and shall, at Licensee's sole cost and expense, take all steps required to isolate, control, and eliminate any such disease. Livestock exhibiting symptoms of diseases communicable to humans shall be immediately removed from the Premises.

## **29. MOTORIZED VEHICLES AND HEAVY EQUIPMENT**

Motorized vehicles used by Licensee shall be restricted to two-track fire roads, and Licensee shall refrain from using roads during wet conditions. Licensor may make exceptions to allow the use of balloon-tired all terrain vehicles on wet roads upon approval of the Park Supervisor assigned to the Premises. Licensor will provide Licensee with copies of fire closure plans and Licensee will honor all park fire closures and fire restrictions involving access and the use of motor vehicles, welding, and power tools. All motorized vehicles and equipment used by Licensee on park land shall be outfitted with appropriate spark arrestors and mufflers. No heavy equipment, including, but not limited to bulldozers, backhoes, excavators, or trenchers shall be allowed to cross or operate on the Premises without Licensor's consent.

## **30. FIREARMS**

Licensee shall not carry on their person or use firearms on the Premises. Problem animals interfering with livestock operations shall be handled through the Licensor's Police Department in cooperation with County Animal Control or the California Department of Fish and Wildlife.

## **31. REMOVAL OR USE OF NATURAL RESOURCES**

Licensee shall not destroy or remove nor permit to be destroyed or removed any earth, soil, vegetation, artifacts, fossils, or firewood found on the Premises, nor commit any waste thereon, without written authority from Licensor to commit any such acts, except where such earth, soil, or vegetation in the form of landslides, down trees, or shrubs are creating an immediate hazard and

impediment to the routine operation of the rights herein granted. Licensee shall not hunt, fish, or camp, nor permit any hunting, fishing, or camping upon the Premises, and shall, at all times, keep and maintain said Premises in a clean and sanitary condition to the satisfaction of the Licensor. If Licensee is found to have violated this section by hunting or fishing on the Premises, this shall constitute a material default, which at Licensor's sole discretion, may be subject to immediate termination of the License, without providing Licensee notice of the default and opportunity to cure.

### **32. COMPLIANCE WITH LAW**

Licensee shall comply with all applicable laws, permits, statutes, ordinances, rules, governmental orders and regulations pertaining to the occupancy and use of the Premises hereunder and shall furnish evidence as to Licensee's compliance therewith upon request by the Licensor. Licensee shall not do, or suffer to be done upon the Premises, any act or thing which is or may be a nuisance and shall not use or permit others to use said Premises for any unlawful purpose.

### **33. INDEMNIFICATION**

a. Licensee agrees to indemnify, hold harmless, defend, and protect Licensor, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death), damage to any person, loss or damage of property to whomsoever belonging, or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by the Licensee pursuant to this Grazing License. This includes, but is not limited to, Licensee's development, construction, use, maintenance, and occupation of, and/or removal from the Premises, and any facilities or operations thereon, including events occurring on or off the property, Premises, or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the Licensor, its officers, directors, agents or employees.

b. Licensee hereby waives all claims and recourse against Licensor, including the right of contribution for loss, damage, or expenses by reason of death or injury to persons or damage to the Premises, and releases Licensor from any liability relating to or in any way connected with Licensee's activities or Licensee's use of the Premises, or facilities, unless injury or damage is caused by the sole negligence or the intentional and willful misconduct of Licensor, its officers, directors, agents or employees.

c. The provisions of this section shall survive the termination or expiration of this License.

### **34. INSURANCE**

a. Licensee shall procure and keep in force during the term of the License, at Licensee's own cost and expense, the following policies of insurance with companies licensed to do business in the State of California and which are acceptable to the Licensor in Licensor's sole opinion. Licensee shall, within fifteen (15) days from the date of the License, supply Licensor with a copy



of any policy certified to be a true and complete copy of the original showing that such insurance is in force prior to commencement of the term. Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit will be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Licensee has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the Licensee. Each of the above policies must contain a provision that the policy shall not be cancelled or materially changed without thirty (30) days’ prior written notice to Licensor. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Licensee to furnish the required insurance during the term of the License.

b. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(1) Additional Insured Status. The District, its officers, directors, officials, agents, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(2) Primary Coverage. For any claims related to this contract, the Licensee’s insurance coverage will be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, directors, officials, agents, employees, or volunteers will be excess of the Licensee’s insurance and will not contribute with it.

(3) Waiver of Subrogation. Licensee hereby agrees to waive all rights of subrogation (transfer of rights of recovery) which any insurer may acquire against the District, its elected or appointed officers, officials, agents, volunteers and employees by virtue of payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, and explicitly under the workers’ compensation policy. This provision

applies regardless of whether or not the Park District has received a waiver of subrogation endorsement from the Licensee.

(4) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the District. The District may require the Licensee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(5) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

(6) Verification of Coverage. Licensee will furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Licensee's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(7) Special Risks or Circumstances. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **35. LICENSEE'S DEFAULT**

The occurrence of any one or more of the following events shall constitute a default and breach of this License by Licensee:

- a. The vacating or abandoning of the Premises by the Licensee, as evidenced by lack of use of property for more than six (6) months without prior District approval.
- b. The failure of Licensee to make any payment of the rent herein reserved, or any installment or part thereof, or any sum required by Licensee to be paid to Licensor at the times or in the manner herein provided.
- c. The failure by Licensee to observe and perform any of the covenants, conditions, or provisions of this License where such failure shall continue for a period of fifteen (15) days after written notice thereof by Licensor to Licensee; provided, however, that if the nature of Licensee's default is such that more than fifteen (15) days are reasonably required for its cure, then Licensee shall not be deemed to be in default if Licensee commences a cure within a fifteen(15) day period and thereafter diligently prosecutes such cure to completion.

### **36. REMEDIES ON DEFAULT**

In the event of any such default or breach by Licensee, as herein described, Licensor may, at any time thereafter, with or without notice or demand, and without limiting Licensor in the exercise of any other right or remedy which Licensor may have at law or in equity by reason of such default,

failure, breach or neglect take any of the following actions:

a. Terminate this License prior to the expiration of the term hereof, in which case Licensee shall immediately, quietly and peaceably surrender and deliver to the Licensor the possession of the Premises, including preexisting and new improvements made thereon in the condition in which they were found, reasonable wear and tear excepted, and Licensee shall pay rent to the date possession is delivered to Licensor.

b. Enter the Premises or any part thereof and, with or without terminating this License, and with or without process of law, expel, remove, and put out Licensee or any person or persons occupying said Premises, and remove all personal property and livestock therefrom, using such force as may be necessary to repossess said Premises, without prejudice to any remedy which might otherwise be available at law or equity, and without liability to any person for damages sustained by reason of such removal. No such entry or taking of possession of said Premises by Licensor shall be construed as an election on its part to terminate this License unless a written notice of such intention be given Licensee.

c. Petition the Superior Court of the State of California, at Licensee's expense for, and be entitled as a matter of right to, the appointment of a Receiver, and have said Court appoint such Receiver and vest in him or her such powers and authority as may be necessary or proper to fully protect all the rights herein granted or reserved to the Licensor.

d. Let and relet said Premises in whole or in part, at such rental and upon such terms and for such length of time, whether less or greater than the unexpired portion of the term of this License, as Licensor may see fit, and recover from Licensee the rent and any other charges and adjustments as may be due hereunder. Notwithstanding such letting or reletting, should this License not be terminated, Licensor may, at any time thereafter elect to terminate it.

e. In addition to Licensor's option to terminate the License due to default, Licensor at its sole discretion, may elect to place the Licensee on probation. In the event the Licensee is placed on probation, the Licensor will so inform the Licensee by written notice of probation, the term of probation, and any terms or conditions of the probation that Licensor deems necessary. If, during or after the term of probation, Licensee fails to comply with the terms of probation, that shall constitute a separate occurrence of default, subject to immediate termination of the License without any further cure period.

### **37. ALTERATIONS, LIENS**

a. Licensee agrees not to make any alterations of, changes in, or additions to the Premises without the prior written consent of Licensor. As a condition to granting its consent, Licensor shall require that:

(1) Licensee shall submit for Licensor's approval detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor at least fifteen (15) days before the date it intends to commence the alterations.

(2) Any alterations must be approved by all appropriate government agencies, and all applicable permits and authorizations must be obtained prior to commencement of the alterations, and such alterations shall be completed with due diligence in compliance with the plans and specifications and all applicable laws.

b. All alterations, additions and improvements, including fixtures, made to or upon the Premises, except unattached, movable fixtures owned by the Licensee, shall be the property of Licensor, and shall remain upon and be surrendered with the Premises, except that Licensee will ascertain from Licensor within thirty (30) days before the end of this term whether Licensor desires to have the Premises, or any part or parts thereof, restored to the condition they were found in when the Premises were delivered to Licensee and, if Licensor shall so desire, Licensee shall so restore said Premises or such part or parts thereof before the end of the term of this License, entirely at Licensee's own cost and expense.

c. Licensee agrees that, if any such alterations, changes or additions are to be made, Licensee shall indemnify, defend, protect and hold harmless Licensor from all liens, claims, demands, and liabilities arising out of any work performed, materials furnished, or obligations incurred by or for Licensee upon said Premises during said term and shall not suffer any such lien or other lien to be created.

### **38. UTILITIES**

Licensee agrees to pay for all water, fuel, gas, oil, heat, electricity, power, materials and services which may be furnished to or used upon said Premises in conjunction with grazing activities.

### **39. TAXES**

Licensee agrees to be responsible for, and to pay promptly when due, all possessory interest taxes and any other such taxes that are assessed on the basis of this License or the grazing operations permitted hereunder. Licensee shall pay any such possessory tax prior to delinquency thereof and shall not be entitled to offset the amount of such tax against Rent payable under this License. Taxes assessed on any personal property of Licensee shall be solely the obligation of Licensee. Licensor makes no representations about Licensee's tax obligations resulting from this License Agreement.

### **40. CONFLICT OF INTEREST**

Licensee hereby warrants and represents to Licensor that no officer and/or employee of the Licensor, nor any member of Licensor's Board of Directors has or will have, directly or indirectly, any interest whatsoever in this License.

### **41. ADVICE OF COUNSEL**

Both parties have had a full and complete opportunity to have this Grazing License reviewed by legal counsel and no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Grazing License.

## **42. SURRENDER OF LICENSE**

No act or conduct of the Licensor shall be deemed to be or constitute an acceptance of the surrender of the Premises by Licensee prior to the expiration of the term hereof, and such acceptance by Licensor of surrender by Licensee shall only flow from and must be evidenced by a written acknowledgement of acceptance of surrender by the Licensor. The voluntary or other surrender of this License by Licensee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of the Licensor, terminate all or any existing sublicenses, or concessions, or may at the option of the Licensor operate as an assignment to him of any or all such sublicenses or concessions.

## **43. CUMULATIVE REMEDIES, NON-WAIVER**

The receipt by the Licensor of any rent or payment with or without knowledge of the breach of any covenant hereof shall not be deemed a waiver of any such breach and no waiver by Licensor of any sum due hereunder or any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Licensor. No delay or omission in the exercise of any right or remedy accruing to Licensor upon any breach by Licensee under this License shall impair such right or remedy or be construed as a waiver of any such breach theretofore or hereafter occurring. The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained. All rights, powers, options or remedies afforded to the Licensor either hereunder or by law shall be cumulative and not alternative and the exercise of one right, power, option or remedy shall not bar other rights, powers, options or remedies allowed herein or by law.

## **44. MISCELLANEOUS**

a. It is agreed by and between the parties hereto that all the agreements herein contained upon the part of Licensee, whether technically covenants or conditions, shall be deemed conditions for the purpose hereof, conferring upon Licensor, in the event of breach of any of said agreements, the right to terminate this License.

b. In the event where there is more than one Licensee, the obligation of the Licensee's execution of this License shall be joint and several. The words "Licensor" and "Licensee" as used herein shall include the plural as well as the singular. The covenants and agreements contained herein shall be binding upon and be enforceable by the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the restrictions herein imposed on assignment by Licensee.

c. Time is of the essence of this License and of each and every covenant, condition and provision herein contained.

d. This Agreement, including its Exhibits may be executed in counterparts, and/or by electronic signature, and/or by fax, and/or by scan and email, and all so executed shall constitute one agreement which shall be binding upon all parties hereto, notwithstanding that the signatures of all parties do not appear on

the same page. A facsimile signature, electronic signature, and/or scanned and emailed signature shall be binding upon any party as though it were an original.

e. The paragraph headings of this License are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this License or any provision thereof or in any way affect this License.

f. The word “term” as used herein shall be deemed to refer to both the initial and extended term.

g. This License shall be governed by the Laws of the State of California.

h. This License contains all of the agreements and understandings of the parties pertaining to the subject matter contained herein and supersedes all prior, contemporaneous agreements, representations, and understandings of the parties.

i. The unenforceability, invalidity, or illegality of any provision herein contained shall not render the other provisions unenforceable, invalid or illegal.

IN WITNESS WHEREOF the parties hereto have subscribed their names, the day and year first hereinabove written.

**EAST BAY REGIONAL PARK DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**APPROVED AS TO FORM**

By: \_\_\_\_\_ Date: \_\_\_\_\_

District Counsel

**LICENSEE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

## **LIST OF EXHIBITS**

Exhibit A - Map of Premises

Exhibit B – Grazing Rent

Exhibit C – Stocking Report

Exhibit D – Annual Review and Planning Meeting

Exhibit E – Resource Improvement Authorization Form

**EXHIBIT A – MAP OF PREMISES**



## EXHIBIT B

### DETERMINATION AND PAYMENT OF GRAZING RENT

A license-year is defined as the 12 month period commencing each November 1st and extending through October 31st of the following year. For each and every license-year, which shall begin on the first day of the term of this License, and thereafter on November 1 of each year during said term, the annual rent for grazing use shall be determined in accordance with the "Rental Adjustment Table," hereinafter contained, and shall be adjusted upward or downward from license-year to license-year, depending upon the grazing capacity and stocking rate of the premises as determined by Licensor, and whether the average selling price of beef cattle, as hereinafter computed, is higher or lower than the corresponding average selling price for the preceding license-year.

For the purpose of determining the rental, the average selling price of beef cattle shall be taken as the average selling price of Medium Frame No. 1 Muscling Steers and Heifers, 500-800 lbs., as reported by the Cattle Marketing Information Service, Inc. (Cattle-Fax) for the month of June of each license-year. The rental rate determined from this process will be used to compute the grazing rent for the subsequent license-year beginning November 1st.

In the event that said average sales price of beef cattle is not obtainable in any year from Cattle-Fax as now constituted, then the average sales price to be used in determining the rental rate shall be obtained from some other authentic source to be selected by Licensor as providing a comparable price for the purpose. It is further mutually understood and agreed that in the event the Federal Government or any agency whatever in any manner subsidizes the raising of beef cattle, thereby effecting a lower average sales price as reported by Cattle-Fax referred to above, the annual rental shall be increased to fully offset the effect of the subsidy payment on the sale price of cattle.

The rental rate per animal unit month to be paid by Licensee for any given license-year shall be determined through the use of the attached Rental Adjustment Table, within which the average selling price of beef cattle per hundred-weight, as so reported for the month of June of that license-year as defined above, shall be matched with the appropriate price range found in Column 1 of said table to determine the corresponding rental rate found opposite this entry in Column 2. The rent payment due to Licensor shall be computed by multiplying this rental rate by the total number of animal unit months of forage authorized by Licensor for said license-year.

The annual rent due as hereinabove calculated shall be due and payable by Licensee in lawful money of the United States in semi-annual installments. The District will bill the Licensee for the animal unit month (AUM) amount based upon the Stocking Report. The first installment shall be determined from the Stocking Report of the first half of the grazing season ending on April 30. The second installment shall be determined from the Stocking Report of the second half of the grazing season ending on October 31. For seasonal grazing operations where livestock are removed early in the second half of the grazing season (June), the final Stocking Report is due 10 days after the livestock have been removed. Grazing rents must be paid within 30 days of due dates or accrue interest at the rate of 1% per month or fraction thereof until paid, and if not paid within thirty (30) days of the date of demand, Licensor, may, at its option, terminate this license, in which case the provisions of default as set forth in Paragraphs 13 and 14 of this license shall apply.

This License is subject to the following additional reservations, conditions and agreements, and Licensee does hereby further agree with Licensor as follows:

1. Licensee shall, during said term, pay to Licensor at its office 2950 Peralta Oaks Court, Oakland, CA 94605, or at such other place as may be designated in writing by Licensor, the said rent and each and every installment thereof, at the time and in the manner aforesaid. Said

## EXHIBIT B

rent shall be due and payable on the basis of the determination by Licensor of the AUM capacity of the premises for each and every license-year.

2. The words “animal unit month” (AUM) as used in this License shall mean the utilization of the premises for feeding purposes by one animal, 1,000 pounds or more in weight, for a period of one month. Authorized AUMs (the stocking rate) shall be assigned on the basis of the livestock grazing capacity of the premises as determined by Licensor, and stocking levels shall be computed by calculating the relative forage requirements of each of the kind or kinds of livestock intended to be grazed on the premises in any one grazing season, as expressed by the following Animal Unit Equivalent conversion factors.

<u>Kind of Livestock</u>	<u>Animal Unit Equivalent (AUE)</u>
Adult Cow with Calf up to 6 months old	1.00
Heifer or Steer, 2 years & older (1,000 lbs or more)	1.00
Yearling to 2-year-old (750 lbs to 1,000 lbs)	0.75
Weaned Calf to Short Yearling (up to 750 lbs)	0.50
Bull (effective May 2021)	1.50
Sheep	0.20
Goat	0.20

The premises shall be used by Licensee only for grazing of animals designated in the table above entitled “Kind of Livestock.” The total number of animal unit months accruing from grazing the premises by the kinds of livestock authorized by Licensor during any given license-year shall remain consistent with and not exceed the livestock grazing capacity established by the Licensor.

3. Licensee shall submit monthly Stocking Reports by the 15<sup>th</sup> of the following month by mail, Fax, or mail to the Wildland Vegetation Program Manager and to the Park Supervisor assigned to the license. Failure to submit timely reports will be a contract violation and can result in non-renewal or contract termination. The totaled six months AUMs for the period Nov through April are due by May 15<sup>th</sup> and for the period of May through Oct. are due by Nov 15<sup>th</sup> to be used for calculating the rent. A Stocking Report presented below in this exhibit is an example of a seasonal stocker grazing program. The sample shows how to present the information and calculate the AUMs. Also shown below is the Animal Unit Month Calculation Table.

## EXHIBIT B

### Rent Adjustment Table

<b>COLUMN 1</b>	<b>COLUMN 2</b>	<b>COLUMN 1</b>	<b>COLUMN 2</b>
Medium Frame No. 1	Rental	Medium Frame No. 1	Rental
Muscling Steers & Heifers	Per	Muscling Steers & Heifers	Per
(500 - 800 lbs.)	Animal	(500 - 800 lbs.)	Animal
Average Selling Price	Unit	Average Selling Price	Unit
per cwt. for June	Month	per cwt. for June	Month
of License Year		of License Year	
101.01 to 101.50	\$16.10	120.51 to 121.00	\$18.05
101.51 to 102.00	\$16.15	121.01 to 121.50	\$18.10
102.01 to 102.50	\$16.20	121.51 to 122.00	\$18.15
102.51 to 103.00	\$16.25	122.01 to 122.50	\$18.20
103.01 to 103.50	\$16.30	122.51 to 123.00	\$18.25
103.51 to 104.00	\$16.35	123.01 to 123.50	\$18.30
104.01 to 104.50	\$16.40	123.51 to 124.00	\$18.35
104.51 to 105.00	\$16.45	124.01 to 124.50	\$18.40
105.01 to 105.50	\$16.50	124.51 to 125.00	\$18.45
105.51 to 106.00	\$16.55	125.01 to 125.50	\$18.50
106.01 to 106.50	\$16.60	125.51 to 126.00	\$18.55
106.51 to 107.00	\$16.65	126.01 to 126.50	\$18.60
107.01 to 107.50	\$16.70	126.51 to 127.00	\$18.65
107.51 to 108.00	\$16.75	127.01 to 127.50	\$18.70
108.01 to 108.50	\$16.80	127.51 to 128.00	\$18.75
108.51 to 109.00	\$16.85	128.01 to 128.50	\$18.80
109.01 to 109.50	\$16.90	128.51 to 129.00	\$18.85
109.51 to 110.00	\$16.95	129.01 to 129.50	\$18.90
110.01 to 110.50	\$17.00	129.51 to 130.00	\$18.95
110.51 to 111.00	\$17.05	130.01 to 130.50	\$19.00
111.01 to 111.50	\$17.10	130.51 to 131.00	\$19.05
111.51 to 112.00	\$17.15	131.01 to 131.50	\$19.10
112.01 to 112.50	\$17.20	131.51 to 132.00	\$19.15
112.51 to 113.00	\$17.25	132.01 to 132.50	\$19.20
113.01 to 113.50	\$17.30	132.51 to 133.00	\$19.25
113.51 to 114.00	\$17.35	133.01 to 133.50	\$19.30
114.01 to 114.50	\$17.40	133.51 to 134.00	\$19.35
114.51 to 115.00	\$17.45	134.01 to 134.50	\$19.40
115.01 to 115.50	\$17.50	134.51 to 135.00	\$19.45
115.51 to 116.00	\$17.55	135.01 to 135.50	\$19.50
116.01 to 116.50	\$17.60	135.51 to 136.00	\$19.55
116.51 to 117.00	\$17.65	136.01 to 136.50	\$19.60
117.01 to 117.50	\$17.70	136.51 to 137.00	\$19.65
117.51 to 118.00	\$17.75	137.01 to 137.50	\$19.70
118.01 to 118.50	\$17.80	137.51 to 138.00	\$19.75
118.51 to 119.00	\$17.85	138.01 to 138.50	\$19.80
119.01 to 119.50	\$17.90	138.51 to 139.00	\$19.85
119.51 to 120.00	\$17.95	139.01 to 139.50	\$19.90
120.01 to 120.50	\$18.00	139.51 to 140.00	\$19.95

## EXHIBIT B

### Rent Adjustment Table (con't)

COLUMN 1	COLUMN 2	COLUMN 1	COLUMN 2
Medium Frame No. 1	Rental	Medium Frame No. 1	Rental
Muscling Steers & Heifers	Per	Muscling Steers & Heifers	Per
(500 - 800 lbs.)	Animal	(500 - 800 lbs.)	Animal
Average Selling Price	Unit	Average Selling Price	Unit
per cwt. for June	Month	per cwt. for June	Month
of License Year		of License Year	
140.01 to 140.50	\$20.00	159.51 to 160.00	\$21.95
140.51 to 141.00	\$20.05	160.01 to 160.50	\$22.00
141.01 to 141.50	\$20.10	160.51 to 161.00	\$22.05
141.51 to 142.00	\$20.15	161.01 to 161.50	\$22.10
142.01 to 142.50	\$20.20	161.51 to 162.00	\$22.15
142.51 to 143.00	\$20.25	162.01 to 162.50	\$22.20
143.01 to 143.50	\$20.30	162.51 to 163.00	\$22.25
143.51 to 144.00	\$20.35	163.01 to 163.50	\$22.30
144.01 to 144.50	\$20.40	163.51 to 164.00	\$22.35
144.51 to 145.00	\$20.45	164.01 to 164.50	\$22.40
145.01 to 145.50	\$20.50	164.51 to 165.00	\$22.45
145.51 to 146.00	\$20.55	165.01 to 165.50	\$22.50
146.01 to 146.50	\$20.60	165.51 to 166.00	\$22.55
146.51 to 147.00	\$20.65	166.01 to 166.50	\$22.60
147.01 to 147.50	\$20.70	166.51 to 167.00	\$22.65
147.51 to 148.00	\$20.75	167.01 to 167.50	\$22.70
148.01 to 148.50	\$20.80	167.51 to 168.00	\$22.75
148.51 to 149.00	\$20.85	168.01 to 168.50	\$22.80
149.01 to 149.50	\$20.90	168.51 to 169.00	\$22.85
149.51 to 150.00	\$20.95	169.01 to 169.50	\$22.90
150.01 to 150.50	\$21.00	169.51 to 170.00	\$22.95
150.51 to 151.00	\$21.05	169.51 to 170.00	\$23.00
151.01 to 151.50	\$21.10	170.01 to 170.50	\$23.05
151.51 to 152.00	\$21.15	170.51 to 171.00	\$23.10
152.01 to 152.50	\$21.20	171.01 to 171.50	\$23.15
152.51 to 153.00	\$21.25	171.51 to 172.00	\$23.20
153.01 to 153.50	\$21.30	172.01 to 172.50	\$23.25
153.51 to 154.00	\$21.35	172.51 to 173.00	\$23.30
154.01 to 154.50	\$21.40	173.01 to 173.50	\$23.35
154.51 to 155.00	\$21.45	173.51 to 174.00	\$23.40
155.01 to 155.50	\$21.50	174.01 to 174.50	\$23.45
155.51 to 156.00	\$21.55	174.51 to 175.00	\$23.50
156.01 to 156.50	\$21.60	175.01 to 175.50	\$23.55
156.51 to 157.00	\$21.65	175.51 to 176.00	\$23.60
157.01 to 157.50	\$21.70	176.01 to 176.50	\$23.65
157.51 to 158.00	\$21.75	176.51 to 177.00	\$23.70
158.01 to 158.50	\$21.80	177.01 to 177.50	\$23.75
158.51 to 159.00	\$21.85	177.51 to 178.00	\$23.80
159.01 to 159.50	\$21.90	178.01 to 178.50	\$23.85



**EXHIBIT B**

**EXAMPLE  
STOCKING REPORT**

**PARK:** East Bay Park                      **TENANT:** Joe Cattleman  
**SEASON:** 2018-2019                      **PASTURE:** Pond Pasture  
**ACRES:** 2045    **ALLOTTED AUMS:** 1608

For each month enter the date the livestock were moved in or out. To calculate the AUMs, multiply the number of livestock X portion (%) of month X Animal Unit Conversion to derive the AUMs. More than one line can be filled out during a month, especially when livestock are being moved in or out. Carry over the livestock numbers of the previous month to the next month. Any livestock moves in or out during that month can be entered on the following lines. Utilize the AUM Calculation Table to calculate the portion of the month.

<b>Month Date</b>	<b>In/Out</b>	<b>Number X</b>	<b>Portion (%) of Month X (AUM Calculation Table)</b>	<b>AU Conversion = (1, 0.75, or 0.5, etc.)</b>	<b>AUM</b>
NOV. 16	IN	86	0.47	.5	20.21
DEC.		86	1.00	.5	43.0
DEC. 8	IN	84	0.74	.5	31.08
DEC. 9	IN	50	0.71	.5	17.75
DEC. 11	IN	76	0.65	.5	24.70
JAN.		296	1.00	.5	148.0
JAN. 16	IN	58	0.48	.5	13.92
JAN. 19	IN	48	0.39	.5	9.36
FEB.		402	1.00	.5	201
MARCH		402	1.00	.5	201
APRIL		402	1.00	.5	201
				First Half Total	911.02
MAY		402	1.00	.5	201
JUNE 11	OUT	(258)	258 X 0.37	.5	47.73
JUNE 12	OUT	(144)	144 X .0.40	.5	28.80
				Second Half Total	277.53
				TOTAL AUMS	1188.55

**EXHIBIT B**

**Animal Unit Month (AUM) Calculation Table**

**31 Day Month**

Livestock Intro Date	Days Remaining	Percent of Month	Livestock Removal Date	Days In	Percent of Month
1	30	0.97	1	1	0.00
2	29	0.94	2	2	0.03
3	28	0.90	3	3	0.06
4	27	0.87	4	4	0.10
5	26	0.84	5	5	0.13
6	25	0.81	6	6	0.16
7	24	0.77	7	7	0.19
8	23	0.74	8	8	0.23
9	22	0.71	9	9	0.26
10	21	0.68	10	10	0.29
11	20	0.65	11	11	0.32
12	19	0.61	12	12	0.39
13	18	0.58	13	13	0.35
14	17	0.55	14	14	0.45
15	16	0.52	15	15	0.48
16	15	0.48	16	16	0.52
17	14	0.45	17	17	0.55
18	13	0.42	18	18	0.58
19	12	0.39	19	19	0.61
20	11	0.35	20	20	0.65
21	10	0.32	21	21	0.68
22	9	0.29	22	22	0.71
23	8	0.26	23	23	0.74
24	7	0.23	24	24	0.77
25	6	0.19	25	25	0.81
26	5	0.16	26	26	0.84
27	4	0.13	27	27	0.87
28	3	0.10	28	28	0.90
29	2	0.06	29	29	0.94
30	1	0.03	30	30	0.97
31	0	0.00	31	31	1.00

**30 Day Month**

Livestock Intro Date	Days Remaining	Percent of Month	Livestock Removal Date	Days In	Percent of Month
1	29	0.97	1	1	0.03
2	28	0.93	2	2	0.07
3	27	0.90	3	3	0.10
4	26	0.87	4	4	0.13
5	25	0.83	5	5	0.17
6	24	0.80	6	6	0.20
7	23	0.77	7	7	0.23
8	22	0.73	8	8	0.27
9	21	0.70	9	9	0.30
10	20	0.67	10	10	0.33
11	19	0.63	11	11	0.37
12	18	0.60	12	12	0.40
13	17	0.57	13	13	0.43
14	16	0.53	14	14	0.47
15	15	0.50	15	15	0.50
16	14	0.47	16	16	0.53
17	13	0.43	17	17	0.57
18	12	0.40	18	18	0.60
19	11	0.37	19	19	0.63
20	10	0.33	20	20	0.67
21	9	0.30	21	21	0.70
22	8	0.27	22	22	0.73
23	7	0.23	23	23	0.77
24	6	0.20	24	24	0.80
25	5	0.17	25	25	0.83
26	4	0.13	26	26	0.87
27	3	0.10	27	27	0.90
28	2	0.07	28	28	0.93
29	1	0.03	29	29	0.97
30	0	0.00	30	30	1.00

**EXHIBIT B**

**Animal Unit Month (AUM) Calculation Table**

**28 Day Month**

Livestock Intro Date	Days Remaining	Percent of Month	Livestock Removal Date	Days In	Percent of Month
1	30	0.96	1	1	0.04
2	29	0.93	2	2	0.07
3	28	0.89	3	3	0.11
4	27	0.86	4	4	0.14
5	26	0.82	5	5	0.18
6	25	0.79	6	6	0.21
7	24	0.75	7	7	0.25
8	23	0.71	8	8	0.29
9	22	0.68	9	9	0.32
10	21	0.64	10	10	0.36
11	20	0.61	11	11	0.39
12	19	0.57	12	12	0.43
13	18	0.54	13	13	0.46
14	17	0.50	14	14	0.50
15	16	0.46	15	15	0.54
16	15	0.43	16	16	0.57
17	14	0.39	17	17	0.61
18	13	0.36	18	18	0.64
19	12	0.32	19	19	0.68
20	11	0.29	20	20	0.71
21	10	0.25	21	21	0.75
22	9	0.21	22	22	0.79
23	8	0.18	23	23	0.82
24	7	0.14	24	24	0.86
25	6	0.11	25	25	0.89
26	5	0.07	26	26	0.93
27	4	0.04	27	27	0.96
28	3	0.00	28	28	1.00

**29 Day Month**

Livestock Intro Date	Days Remaining	Percent of Month	Livestock Removal Date	Days In	Percent of Month
1	28	0.97	1	1	0.03
2	27	0.93	2	2	0.07
3	26	0.90	3	3	0.10
4	25	0.86	4	4	0.14
5	24	0.83	5	5	0.17
6	23	0.79	6	6	0.21
7	22	0.76	7	7	0.24
8	21	0.72	8	8	0.28
9	20	0.69	9	9	0.31
10	19	0.66	10	10	0.34
11	18	0.62	11	11	0.38
12	17	0.59	12	12	0.41
13	16	0.55	13	13	0.45
14	15	0.52	14	14	0.47
15	14	0.48	15	15	0.48
16	13	0.45	16	16	0.55
17	12	0.41	17	17	0.59
18	11	0.38	18	18	0.62
19	10	0.34	19	19	0.66
20	9	0.31	20	20	0.69
21	8	0.28	21	21	0.72
22	7	0.24	22	22	0.76
23	6	0.21	23	23	0.79
24	5	0.17	24	24	0.83
25	4	0.14	25	25	0.86
26	3	0.10	26	26	0.90
27	2	0.07	27	27	0.93
28	1	0.03	28	28	0.97
29	0	0.00	29	29	1.00





**EXHIBIT D**



**PARK OPERATIONS GRAZING MANAGEMENT  
ANNUAL REVIEW AND PLANNING MEETING**

**Date:**  
**Park:**  
**Grazing Unit:**  
**Grazing Tenant:**  
**Park Supervisor:**

REVIEW OF PREVIOUS SEASON

**Grazing Operation Type, Season, Duration:**

**Stocking Rate:**

**RDM Results:**

**Aggressive Animal Incidents:**

**Projects Completed:**

**Highlights and Accomplishments:**

**Areas/Issues of concern (RDM below or above target levels), erosion, trespass, vandalism, etc.):**

PLANNING FOR NEXT SEASON

**Planned Grazing Operation Type, Season, Duration:**

**Planned Stocking Rate:**

**RDM Goals:**

**Other Goals:**

## **EXHIBIT D**

**NRCS or other projects:**

### INFRASTRUCTURE PRIORITIES FOR GRAZING PROGRAM FUNDING

**Short term needs:**

**Long term needs:**

### PROJECTS PLANNED FOR S & S FUNDING

### PROPOSED MANAGEMENT FOR GRAZING IMPACTS (if needed)

**EXHIBIT E**

**EAST BAY REGIONAL PARK DISTRICT  
RESOURCE IMPROVEMENT AUTHORIZATION FORM**

This form is both a record of the estimated and final costs. All pertinent receipts, invoices, records, etc. should be attached. If more space for Project Description or Costs is needed, attach additional sheets.

Date Submitted: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Park Name: \_\_\_\_\_ Licensee Name: \_\_\_\_\_

Licensee's Business Name: \_\_\_\_\_

**Project Description** (include type of work involved and location within the grazing unit):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Estimated Project Costs**

Contracts (include contractors' names and bid amounts):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Total Estimate Contract Cost:* \_\_\_\_\_  
*Total Final Contract Cost:* \_\_\_\_\_

Materials (include itemized list of materials needed to complete the project and their cost; attach additional page(s), if necessary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Total Estimate Materials Cost:* \_\_\_\_\_  
*Total Final Cost:* \_\_\_\_\_

Labor (include name(s) of person(s) contributing labor, their estimated time involved in the project, and their cost per hour or day):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Total Estimate Labor Cost:* \_\_\_\_\_  
*Total Final Labor Cost:* \_\_\_\_\_

**EXHIBIT E**

Rental Equipment (include type of equipment needed, estimated rental time, and cost per hour or day; include hourly rate of equipment operator if this is a separate expense):

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*Total Estimate Rental Equipment Cost:* \_\_\_\_\_

*Total Final Rental Equipment Cost:* \_\_\_\_\_

**Total Estimated Project Cost\*:** \_\_\_\_\_

**Total Final Project Cost:** \_\_\_\_\_

**Estimated/Actual Completion Dates:** \_\_\_\_\_ / \_\_\_\_\_

\* The total final cost of the project cannot exceed ten percent (10%) of the estimated cost in this authorization without the consent of the Wildland Vegetation Program Manager.

**APPROVALS (Sign and Date):**

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Park Supervisor/Date

\_\_\_\_\_  
Unit Manager/Date

\_\_\_\_\_  
Wildland Vegetation Program Manager/Date

\_\_\_\_\_  
Chief of Stewardship/Date (< \$10,000)

\_\_\_\_\_  
Assistant General Manager, ASD/Date  
(\$10,000 - \$24,999)

\_\_\_\_\_  
Deputy General Manager/Date  
(\$25,000 - \$50,000)

\_\_\_\_\_  
\_ General Manager/Date (\$25,000-\$50,000)

**BUDGET INFORMATION**

\_\_\_\_\_  
Budget Code(s) Park Supervisor to Confirm

\_\_\_\_\_  
PO Request No.

\_\_\_\_\_  
PO Number