

East Bay Regional Park District Grazing License



Licensee:

Address:

Park:

Date:

Grazing Unit:

County:

Term:

Acres:

Start Date:

AUMs:

End Date:

Table of Contents

1. GOALS AND PURPOSE.....	1
2. PREMISES	1
3. GENERAL USE OF PREMISES	2
4. ACCEPTANCE AND SURRENDER OF PREMISES	2
5. ENTRY AND INSPECTION	2
6. LICENSEE AS INDEPENDENT CONTRACTOR	2
7. ASSIGNMENT AND SUBLETTING	3
8. LICENSEE HAVING AGENT OR MANAGER RELATIONSHIP	3
9. INITIAL TERM, POSSESSION, EXTENSION, TERMINATION.....	3
10. RENT.....	4
11. NOTIFICATIONS.....	4
12. ANNUAL GRAZING PLAN.....	5
13. LICENSEE'S DEFAULT	5
14. REMEDIES ON DEFAULT	5
15. LICENSEE PROBATION	6
16. LIVESTOCK CARRYING CAPACITY	6
17. CHANGE IN LIVESTOCK CARRYING CAPACITY BY LICENSOR	7
18. CHANGE IN LIVESTOCK CARRYING CAPACITY BY MUTUAL CONSENT	7
19. EXCEEDING LIVESTOCK CARRYING CAPACITY WITHOUT AUTHORIZATION.....	7
20. RESIDUAL DRY MATTER STANDARDS.....	7
21. RANGE READINESS	8
22. LAND MANAGEMENT AND FORAGE UTILIZATION	8
23. WEED AND PEST CONTROL.....	9
24. LICENSEE'S OBLIGATION TO PERFORM ROUTINE MAINTENANCE	9
25. LICENSEE'S OBLIGATION TO PERFORM RESOURCE IMPROVEMENTS AND SPECIAL CONSERVATION ACTIVITIES	10
26. ALTERATIONS, LIENS	10
27. UTILITIES	11
28. LIVESTOCK IDENTIFICATION	11
29. SUPPLEMENTAL FEEDING.....	11
30. DISPOSAL OF LIVESTOCK CARCASSES	12
31. CARE OF PERMITTED ANIMALS.....	12
32. OUTBREAKS OF DISEASE.....	12
33. MOTORIZED VEHICLES AND HEAVY EQUIPMENT.....	12
34. FIREARMS	12
35. REMOVAL OR USE OF NATURAL RESOURCES	12
36. COMPLIANCE WITH LAW.....	13
37. INDEMNIFICATION	13
38. INSURANCE	13
39. TAXES	14
40. CONFLICT OF INTEREST.....	14
41. COSTS OF SUIT/ADVICE OF COUNSEL.....	14
42. SURRENDER OF LICENSE.....	14
43. CUMULATIVE REMEDIES, NON-WAIVER	14
44. MISCELLANEOUS.....	15
SIGNATURES	15

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”), whose address is 2950 Peralta Oaks Court, Oakland, California 94605-0381, and _____, (“Licensee”), whose address is _____.

1. GOALS AND PURPOSE

The EBRPD Master Plan (1997) states that “The District will conserve, enhance, and restore biological resources to promote naturally functional ecosystems. Conservation efforts may involve using controlled grazing, in accordance with Wildland Management Policies and Guidelines, prescribed burning, mechanical treatments, integrated pest management, and/or habitat protection and restoration.” The District Planning/Stewardship Department manages and implements grazing practices with the help of qualified livestock producers of the local and regional ranching community.

The EBRPD Grazing License is a stewardship management tool. The District Planning/Stewardship Department develops and manages livestock grazing practices and plans for the Park Open Space and Wildlands. The District Wildland Vegetation Program Manager coordinates livestock practices with the Park Supervisors and the livestock management Licensees.

The Licensee incorporates the District Stewardship Managements objectives for each grazing unit. Management goals include: 1) encouraging and enhancing native grassland communities, 2) minimizing wildfire potential and brush encroachment, 3) controlling and managing invasive weedy vegetation, 4) enhancing wildlife habitat, 5) protecting and enhancing riparian and wetland habitat values, 6) controlling and minimizing erosion potential, and 7) maintaining open landscapes and viewsheds.

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 hereinafter set forth, that certain real property situated in the County of _____ State of California, hereinafter called “premises,” containing an area of _____ acres, more or less, and more specifically described and depicted in Exhibits “A” and “B” attached hereto and made a part hereof.

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 to:

- (1) The primary rights of individuals using East Bay Regional Park District owned 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 for canals, ditches, levees, roads, highways, and telegraph, telephone, and electric power lines, railroads, pipelines, and other purposes, whether recorded or not.

(4) Recognition by the Licensee that this Grazing License does not bestow a property right, but is a privilege approved for the use and benefit of the person, persons, or legal entity to whom it is issued or with whom executed for purposes of providing vegetation management services to the Licensor.

(5) Recognition by the Licensee that the premises consist of public land, and that cooperation of the Licensee and Licensor is necessary to conserve the flora, fauna, soil, water, air, and aesthetic resources of the premises through appropriate land management.

3. GENERAL USE OF PREMISES

Licensee shall use the premises for livestock grazing, and for operations normally associated with such grazing, 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, and environmentally conscious manner, and is responsible at all times for containment of livestock on the premises. 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 is with permission of Licensor, and shall not develop into a prescriptive right.

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.

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. 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 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, abide by paragraph 11. (d) of the Notifications Section of this License.

9. INITIAL TERM, POSSESSION, EXTENSION, TERMINATION

a. The term of this License shall be for the periods stated in Exhibit A, unless sooner terminated or mutually extended in accordance with the provisions contained herein. 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, with 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. Notwithstanding anything herein contained to the contrary, Licensor shall have the right at any time during the term hereof to terminate this License for any reason whatsoever upon sixty (60) days' prior written notice to Licensee.

b. Notwithstanding subparagraph a. above to the contrary, Licensor shall 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 of such termination, any claim for damages shall be limited to a proportionate reduction of the rent paid in advance toward the livestock carrying capacity (expressed in animal unit months or AUMs) of the land withdrawn as it relates to the total livestock carrying capacity (expressed in animal unit months or AUMs) of the entire premises.

c. 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 C 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 C of this Grazing License. Exhibit C 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. NOTIFICATIONS

a. Licensee shall notify the Park Supervisor assigned to the premises, or their designates 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 in paragraph 20 (a), (b), and (c). Licensee shall refrain from introducing livestock to the premises until written or verbal authorization and concurrence for grazing to occur on said premises is obtained from the Park Supervisor or Wildland Vegetation Program Manager.

b. Licensee shall submit monthly stocking reports by mail, Fax, or Email to the Park Supervisor assigned to the premises. 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. A final Stocking Report shall be submitted by the Licensee to the Wildland Vegetation Program Manager at the end of the first half of the grazing season (April 30) and at the end of the second half of the grazing season (October 31) for determining the rent due as outlined in Exhibit C.

c. 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 receive verbal authorization and concurrence of the Licensor and Park Supervisor for same to minimize conflicts with park users.

d. Licensor and Licensee shall provide to one another home, office, work, mobile, cellular, third party, and other telephone and pager numbers where they can be reached or a message can be left. 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 24 hours and act upon said emergencies, messages, and instructions.

e. Wherever this License provides for notices between the parties, or wherever the law requires or gives the right of serving a notice, the same shall be served as appropriate either verbally, personally, by telephone, facsimile transmission, electronic mail, or via the Postal Services, including registered or certified mail, if necessary. All correspondence shall be addressed to Licensor as follows:

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

and addressed to Licensee at the address stated in Exhibit A, provided, however, that Licensor and Licensee may, at any time in the manner provided herein, change the place of receiving notice.

12. ANNUAL GRAZING PLAN

An Annual Grazing Plan provided by the Wildland Vegetation Program Manager will be maintained for the premises that describes the type of grazing program that is employed (e.g., seasonal or year-long cow/calf program, seasonal stocker program, etc.) and management adjustments and improvements that are required (e.g., grazing timing, stocking rates, season, infrastructure development, etc.). The grazing tenant and the Park Supervisor shall meet between October 1 and December 31 to review and evaluate the grazing program, exchange information and set goals and management adjustments for the following November to October grazing season. Any adjustments of the grazing plan made will be agreed upon and dated in a written summary report by the Park Supervisor. The Wildland Vegetation Program Manager will provide information and recommendations pertinent to the overall vegetation management goals. Adjustments during the grazing season based on weather related issues, drought, and acts of God will be made by the Licensor in its reasonable discretion.

13. 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.
- 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.

14. 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:

- 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.

15. LICENSEE PROBATION

If Licensee fails, neglects, or refuses to perform, meet or observe any of its obligations hereunder and has been given written notice by the Licensor of any such breach of the covenant(s) contained in this License, Licensor may, at its option, immediately proceed with termination of this License or 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 the reason(s) for which probation is given. If after one year from the initiation of probation, Licensee fails to remedy all deficiencies previously described by written notice to the satisfaction of the Licensor, the Licensor may then at its option proceed with termination of this License without further notice.

16. 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 paragraph 19 (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 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.

17. 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.

18. 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 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. In the event of an increase in grazing capacity, rent to cover such increase shall be due and payable upon the next installment payment due following execution of the mutual agreement; in the event of a decrease in said capacity the rental covered by said decrease shall be credited against the next installment payment of rent due from the Licensee.

19. 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.

20. 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 ungrazed vegetation 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 shall be approximately 1000 lbs/acre on all slopes. These standards generally translate to 6 to 8 inches of standing vegetation at the end of the grazing season.

b. Licensor shall periodically monitor forage utilization to insure that Licensee receives advance notice when or before residual dry matter levels reach 200 lbs./acre above the minimum standards to allow Licensee 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.

21. 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 as per Paragraph 11. (a) 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 Paragraph 19 (a) of this Grazing License, 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.

22. 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 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 exceeded, and shall maintain a vegetative stubble height of four (4) to six (6) inches of standing vegetation upon the premises at the end of the grazing season.

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 corrective 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. Licensor shall have the right to direct the termination of grazing in the event of overgrazing or

direct the amount of grazing that will not constitute overgrazing. Should the License be terminated, Licensee shall have no recourse to damages against the Licensor or any of its employees.

23. 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 will be made of the premises by Licensor's Integrated Pest Management Specialist and/or Range Management 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.

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.

d. 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 reimburse Licensor the cost thereof as part of the rental payable 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 rental.

24. 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, windmills, 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 rental.

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

26. 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.

27. 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.

28. 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 ear tags to prevent or detect trespass by unauthorized animals. Licensee shall be required for the record to submit to Licensor a copy or copies of Licensee's Certificate(s) of Brand.

29. 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 supplemental feeding sites when such sites become sufficiently grazed, or at the direction of Licensor, so 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 1000 feet or more away from water, whenever possible.

d. In the event of unusual or emergency circumstances, such as drought or the loss of vegetation by wildfire, Licensor will have the discretion to allow short-term supplemental feeding on the premises 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.

30. 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. Said reimbursement shall be included in 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 rental.

31. CARE OF PERMITTED ANIMALS

Licensee shall maintain permitted animals in a healthy condition at all times. 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. Said reimbursement shall be included in 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 rental. Licensee shall remove from the premises, within 24 hours upon notification by Licensor, any and all problem or aberrant animals posing a threat or nuisance to park visitors, staff, or neighbors.

32. 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.

33. 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.

34. 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 Public Safety Department in cooperation with County Animal Control or the California Department of Fish and Game.

35. 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.

36. 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.

37. 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. 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 property, 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.

38. 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.

(1) Workers' Compensation as required by law and Employer's Liability with limits of \$500,000 per occurrence.

(2) Public Liability (bodily injury and property damage) including premises and operations, blanket contractual liability, broad form property damage, personal injury and owner's and contractor's protective liability in an amount not less than \$1,000,000 per occurrence.

(3) Automobile Liability (bodily injury and property damage) extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the License in an amount not less than \$1,000,000 per occurrence.

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 policies listed under a.(1) above shall contain a waiver of subrogation against Licensor, its officers, directors, agents and employees.

c. The policies listed under a.(2) and (3) above shall name the District as an additional insured with respect to the operations performed under this Agreement.

d. That coverage afforded on behalf of Licensor under (2) and (3) above shall be primary insurance and any other insurance available to Licensor under any other policies shall be excess over the insurance outlined above.

e. Upon written request by Licensor, the insurer or his agent shall furnish a copy of any policy cited above, certified to be a true and complete copy of the original.

39. TAXES

Licensee agrees to be responsible for all taxes that arise by virtue of the imposition of a possessory interest tax and such other taxes as arise from the grazing operation.

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 subtenancies, or concessions, or may at the option of the Licensor operate as an assignment to him of any or all such sublicenses or subtenancies 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. 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.

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

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

g. 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.

h. 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.

By _____
EAST BAY REGIONAL PARK DISTRICT

By _____
LICENSEE

EXHIBIT A

TO THAT CERTAIN GRAZING LICENSE

DATED _____

BETWEEN THE EAST BAY REGIONAL PARK DISTRICT (“Licensor”) and

_____ (“Licensee”)

1. PREMISES

The premises are located in EBRPD Park _____, Unit ____,
County of _____, State of California, and are described as follows:

2. TERM

The initial term shall be for _____ commencing
_____, and ending _____

3. LIVESTOCK CARRYING CAPACITY

The livestock carrying capacity shall not exceed _____ animal unit months
(AUMs), and shall be subject to adjustment upward ~~or downward~~ at the discretion of
Licensor.

4. NOTICES

Licensee’s address:

Resolution No. _____

INITIALS:

Adopted: _____

Licensor

Licensee

East Bay Regional Parks



Planning/Stewardship
and GIS Services



Diablo Foothills Regional Park

Grazing Unit 1

Exhibit B

Grazing License Map

Disclaimer: Boundary and property lines shown on this map do not represent a boundary or property line survey. The East Bay Regional Park District makes no representation as to the accuracy of said property lines (or any other lines), and no liability is assumed by reason of reliance thereon. Use of this map for other than its intended purpose requires the written consent of EBRPD.

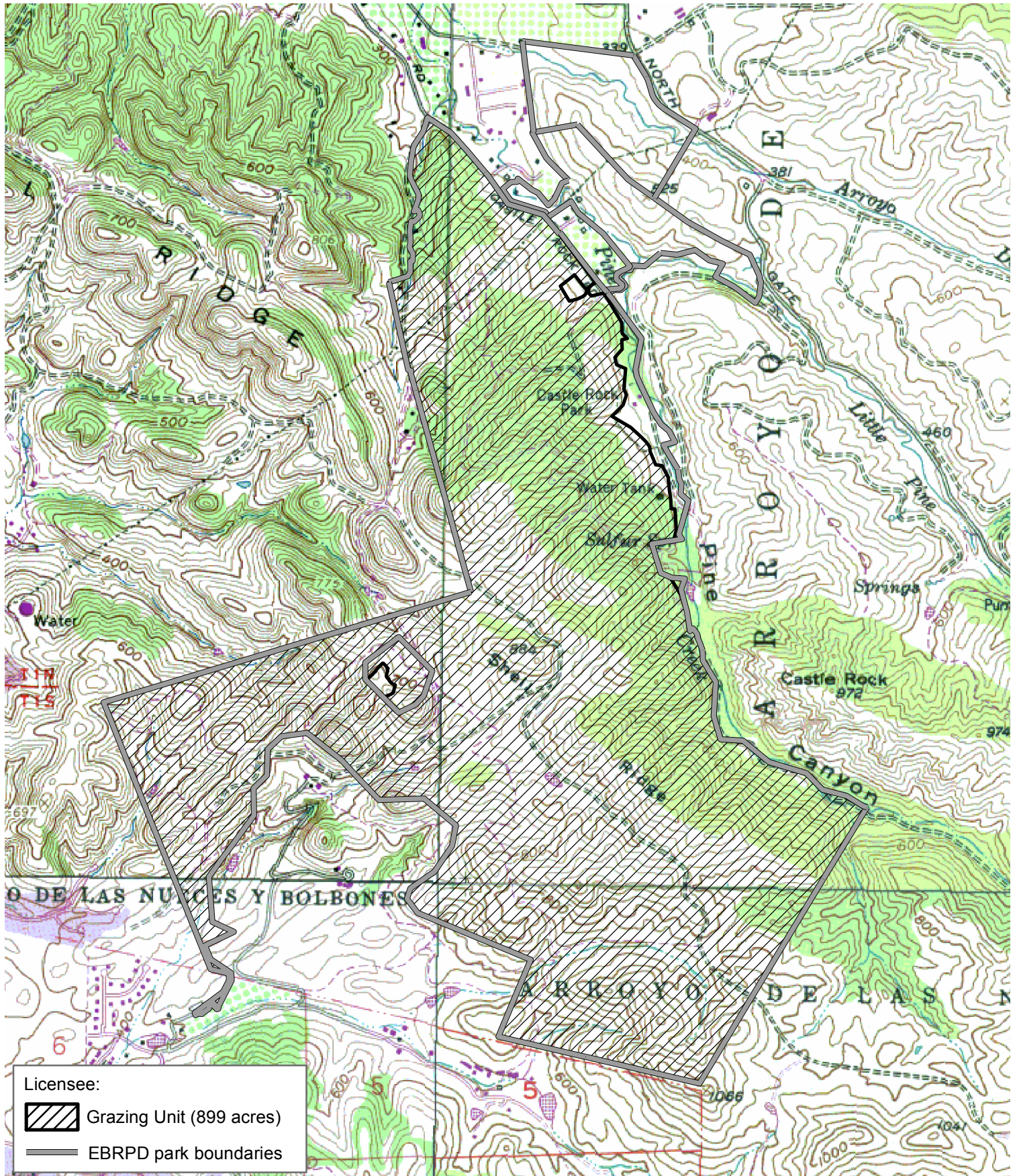


EXHIBIT C

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 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 12 and 13 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,

EXHIBIT C

the said rent and each and every installment thereof, at the time and in the manner aforesaid. Said 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 shall be assigned on the basis of the carrying 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 conversion factors.

<u>Kind of Livestock</u>	<u>Animal Unit Months (AUMs)</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# to 1,000 lbs)	0.75
Weaned Calf to Short Yearling (up to 750 lbs)	0.50
Bull	1.00
Horse	1.25
Sheep	0.20
Goats	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 carrying capacity established by the Licensor.

3. Licensee shall submit monthly Stocking Reports by mail, Fax, or Email to the Park Supervisor assigned to the premises at the end of each month. The AUMs only have to be calculated at the end of April and October 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 C

Rent Adjustment Table

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	
\$ 45.01 to 45.50	\$10.50	\$ 63.01 to 63.50	\$12.30
45.51 to 46.00	10.55	63.51 to 64.00	12.35
46.01 to 46.50	10.60	64.01 to 64.50	12.40
46.51 to 47.00	10.65	64.51 to 65.00	12.45
47.01 to 47.50	10.70	65.01 to 65.50	12.50
47.51 to 48.00	10.75	65.51 to 66.00	12.55
48.01 to 48.50	10.80	66.01 to 66.50	12.60
48.51 to 49.00	10.85	66.51 to 67.00	12.65
49.01 to 49.50	10.90	67.01 to 67.50	12.70
49.51 to 50.00	10.95	67.51 to 68.00	12.75
50.01 to 50.50	11.00	68.01 to 68.50	12.80
50.51 to 51.00	11.05	68.51 to 69.00	12.85
51.01 to 51.50	11.10	69.01 to 69.50	12.90
51.51 to 52.00	11.15	69.51 to 70.00	12.95
52.01 to 52.50	11.20	70.01 to 70.50	13.00
52.51 to 53.00	11.25	70.51 to 71.00	13.05
53.01 to 53.50	11.30	71.01 to 71.50	13.10
53.51 to 54.00	11.35	71.51 to 72.00	13.15
54.01 to 54.50	11.40	72.01 to 72.50	13.20
54.51 to 55.00	11.45	72.51 to 73.00	13.25
55.01 to 55.50	11.50	73.01 to 73.50	13.30
55.51 to 56.00	11.55	73.51 to 74.00	13.35
56.01 to 56.50	11.60	74.01 to 74.50	13.40
56.51 to 57.00	11.65	74.51 to 75.00	13.45
57.01 to 57.50	11.70	75.01 to 75.50	13.50
57.51 to 58.00	11.75	75.51 to 76.00	13.55
58.01 to 58.50	11.80	76.01 to 76.50	13.60
58.51 to 59.00	11.85	76.51 to 77.00	13.65
59.01 to 59.50	11.90	77.01 to 77.50	13.70
59.51 to 60.00	11.95	77.51 to 78.00	13.75
60.01 to 60.50	12.00	78.01 to 78.50	13.80
60.51 to 61.00	12.05	78.51 to 79.00	13.85
61.01 to 61.50	12.10	79.01 to 79.50	13.90
61.51 to 62.00	12.15	79.51 to 80.00	13.95
62.01 to 62.50	12.20	80.01 to 80.50	14.00
62.51 to 63.00	12.25	80.51 to 81.00	14.05

EXHIBIT C

Rent Adjustment Table (cont.)

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	
81.01 to 81.50	\$14.10	101.01 to 101.50	\$16.10
81.51 to 82.00	14.15	101.51 to 102.00	16.15
82.01 to 82.50	14.20	102.01 to 102.50	16.20
82.51 to 83.00	14.25	102.51 to 103.00	16.25
83.01 to 83.50	14.30	103.01 to 103.50	16.30
83.51 to 84.00	14.35	103.51 to 104.00	16.35
84.01 to 84.50	14.40	104.01 to 104.50	16.40
84.51 to 85.00	14.45	104.51 to 105.00	16.45
85.01 to 85.50	14.50	105.01 to 105.50	16.50
85.51 to 86.00	14.55	105.51 to 106.00	16.55
86.01 to 86.50	14.60	106.01 to 106.50	16.60
86.51 to 87.00	14.65	106.51 to 107.00	16.65
87.01 to 87.50	14.70	107.01 to 107.50	16.70
87.51 to 88.00	14.75	107.51 to 108.00	16.75
88.01 to 88.50	14.80	108.01 to 108.50	16.80
88.51 to 89.00	14.85	108.51 to 109.00	16.85
89.01 to 89.50	14.90	109.01 to 109.50	16.90
89.51 to 90.00	14.95	109.51 to 110.00	16.95
90.01 to 90.50	15.00	110.01 to 110.50	17.00
90.51 to 91.00	15.05	110.51 to 111.00	17.05
91.01 to 91.50	15.10	111.01 to 111.50	17.10
91.51 to 92.00	15.15	111.51 to 112.00	17.15
92.01 to 92.50	15.20	112.01 to 112.50	17.20
92.51 to 93.00	15.25	112.51 to 113.00	17.25
93.01 to 93.50	15.30	113.01 to 113.50	17.30
93.51 to 94.00	15.35	113.51 to 114.00	17.35
94.01 to 94.50	15.40	114.01 to 114.50	17.40
94.51 to 95.00	15.45	114.51 to 115.00	17.45
95.01 to 95.50	15.50	115.01 to 115.50	17.50
95.51 to 96.00	15.55	115.51 to 116.00	17.55
96.01 to 96.50	15.60	116.01 to 116.50	17.60
96.51 to 97.00	15.65	116.51 to 117.00	17.65
97.01 to 97.50	15.70	117.01 to 117.50	17.70
97.51 to 98.00	15.75	117.51 to 118.00	17.75
98.01 to 98.50	15.80	118.01 to 118.50	17.80
98.51 to 99.00	15.85	118.51 to 119.00	17.85
99.01 to 99.50	15.90	119.01 to 119.50	17.90
99.51 to 100.00	15.95	119.51 to 120.00	17.95
100.01 to 100.50	16.00	120.01 to 120.50	18.00
100.51 to 101.00	16.05	120.51 to 121.00	18.05

EXHIBIT C

EXAMPLE STOCKING REPORT

PARK: East Bay Park **TENANT:** Joe Cattleman
SEASON: 2005-06 **PASTURE:** Pond Pasture
ACRES: 2147 **ALLOTTED AUMS:** 1695

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. Note: One day is credited for the day livestock are hauled in. Utilize the AUM Calculation Table to calculate the portion of the month.

Month Date	In/Out	Number X	Portion (%) of Month X (AUM Calculation Table)	AU Conversion = (1, 0.75, or 0.5, etc.)	AUM
NOV. 16	IN	86	0.43	.5	18.5
DEC.		86	1.00	.5	43.0
DEC. 8	IN	84	0.71	.5	28.6
DEC. 9	IN	86	0.68	.5	31.8
DEC. 11	IN	82	0.61	.5	24.7
JAN.		338	1.00	.5	169.0
JAN. 16	IN	58	.45	.5	13.1
JAN. 19	IN	48	.35	.5	8.4
FEB.		494	1.00	.5	247
MARCH		494	1.00	.5	247
APRIL		494	1.00	.5	247
				First Half Total	1078.1
MAY		494	1.00	.5	247
JUNE 11	OUT	(258)	494 X .35	.5	172.90
JUNE 12	OUT	236	236 X .03	.5	3.5
				Second Half Total	423.4
				TOTAL AUMS	1501.5

EXHIBIT C

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 C

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

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: _____

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 D

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):

Total Estimate Rental Equipment Cost: _____

Total Final Rental Equipment Cost: _____

Total Estimated Project Cost*: _____

Total Final Project Cost: _____

Estimated Completion Date: _____ **Actual Completion Date:** _____

* 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 (signature and date):

Licensee / Date

Park Supervisor / Date

Unit Manager / Date

Wildland Vegetation Program Manager

Chief of Stewardship (<\$10,000)

AGM of ASD (\$10,000 - \$24,999)

Dep. General Manager (\$25,000-\$50,000)

General Manager (\$25,000-50,000)