

Point Reyes National Seashore

PORE-INTERIM LEASE-2210

This Interim Lease is made and entered into by and between the United States Department of the Interior, National Park Service, Point Reyes National Seashore ("Lessor") and Robert McClure and Ruth McClure ("Lessee"). These individuals have been approved by the National Park Service as Lessees to AGRI-8530-1000-9003.

This Interim Lease incorporates by reference and hereby extends the rents, terms, and conditions of the attached Lease/Permit(s) AGRI-8530-1000-9003 except as amended, revised or otherwise modified below. By executing this Interim Lease, Lessees expressly agree that they are bound by and will comply with the rents, terms and conditions of the attached Lease/Permit(s) as modified by this Interim Lease.

Modified Lease Terms

Exhibit B is revised by replacing it with the Exhibit B (dated August 8, 2022) attached to this Interim Lease and incorporated herein by reference.

Exhibit E map is removed as these former silage growing areas are included in the revised Exhibit B.

Article 1.15 is revised to reference current ranch maps:

Premises shall mean the lands and improvements at 4101 Pierce Point Road, Inverness, CA 94937 consisting of approximately 1,076 acres of land and improvements within Point Reyes National Seashore as shown on Exhibits A & B.

Article 4.1 is revised as follows:

Lessee intends to use the premises for pasturing of dairy heifers or grazing cattle, residential purposes for Lessee and Lessees immediate family, and residential purposes for Lessees employees and their immediate families. Lessee may neither authorize nor host activities that require a National Park Service Special Use Permit, including organized events and filming activity, upon the Premises without Lessor's prior approval and issuance of a Special Use Permit. No use of land or waters beyond the boundaries of the Premises is authorized.

Article 4.2 is revised as follows to clarify that BMPs are now referred to as Management Activities:

Lessee's authorized use of the Premises is subject to Lessee's implementation of Best Management Practices (BMP's) designed to preserve the integrity of park resources. Best Management Practices (i.e., Management Activities) for typical ranch operations are found in Appendix F of the General Management Plan Amendment, dated September 2020 (GMPA).

Article 4.7 is added to reflect the Biological Opinions that are now in effect:

Operations under this Lease are subject to the conditions outlined in the U.S. Fish and Wildlife Service (USFWS) Biological Opinion for the General Management Plan Amendment, dated June 4, 2021, and the National Marine Fisheries Service Biological Opinion for the General Management Plan Amendment dated March 18, 2021 and to the related reporting requirements in section 4.8. All of these documents are available upon the Lessee's request.

Consistent with the addition of Article 4.7, a new Article 4.8 is added to the Lease:

- 4.8.1. *For the US Fish and Wildlife Service Biological Opinion, Lessee shall report to NPS by November 1 of each year the following:*
- A. *individual Management Activity projects under GMPA Appendix F conducted over the past calendar year on the Premises;*
 - B. *pertinent information concerning the success of meeting Avoidance and Minimization Measures for Management Activities taken on the Premises*
 - C. *an explanation of failure to meet such measures, if any;*
 - D. *any incidental take of federally listed species under this Biological Opinion for that given year; and*
 - E. *the condition of all stock ponds on the Premises.*
- 4.8.2. *For the National Marine Fisheries Service Biological Opinion, Lessee shall report to NPS by November 1 of each year the following:*
- A. *for fencing: the dates of monitoring and extent of repairs conducted to maintain riparian fencing identified in Exhibit B; linear feet monitored; linear feet of any occurrences of breaching or disrepair; date(s) that breaching or disrepair was discovered; and specific dates actions were taken to repair riparian fencing;*
 - B. *a brief description of any ranch infrastructure activities (i.e., Management Activities from GMPA Appendix F) implemented on the Premises;*
 - C. *a summary of vegetation management, required NRCS Conservation Practice Standards, and mitigation measures that apply to any implemented Management Activities; and*
 - D. *identification of any roads that have signs of persistent erosion.*

Article 5.1 is revised to read:

The Term of this Lease (Term) shall be for a period of two (2) years, commencing on September 15, 2022 ("Commencement Date") and expiring on September 14, 2024 ("Expiration Date"), or on such earlier date as provided for in this Lease.

Article 5.3 is revised to read:

Issuance of future leases will be in accordance with the GMPA Record of Decision, dated September 13, 2021.

Article 8, paragraph 1 is revised to read:

Lessee is authorized to conduct seasonal grazing of dairy heifers or cattle at 1,920 Animal Unit Months annually (equivalent of 160 Animal Units per year or 200 pastured dairy heifers at 0.8 Animal Unit Equivalents per year). Lessee shall provide monthly actual stocking information by pasture to Lessor by the 15th of the following month. Permittee will remove cattle from the Premises for the remainder of the year once the total AUM allocation is met. The raising of other livestock is prohibited except for a limited number of livestock raised as an accessory use, which is defined as animals raised for personal, non-commercial, non-diversification uses. Any livestock not authorized as an accessory use must be removed from the Premises by December 31, 2022.

Article 10 is revised to align vegetation-related Management Activities with the mitigation measures adopted in the GMPA Record of Decision:

Lessee may not remove tree(s) or vegetation unless expressly approved in writing by the Lessor. Lessee shall provide specific plans to the Lessor for desired tree(s) and vegetation removal during the annual meeting or in writing during the term of this Lease. Lessee shall conduct any vegetation Management Activities consistent with the mitigations listed in Appendix F of the GMPA and in consultation with the Park Range Manager.

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Article 12.2 is revised as follows:

Silage production and harvest as previously authorized under this Lease is to be phased out over a 2 to 4 year period. The Lessee shall coordinate with the NPS to identify a plan to phase out silage production and restore permanent pasture (i.e., natural or seeded grassland that is a result of natural growth and remains unplowed) on the lands identified as the Forage Production/Phase Out Restoration Area in Exhibit B. The phase out process may include silage production and harvest during the phase out period, so long as it is part of the NPS-approved phase out plan. Silage may be produced only for cattle owned by Lessee and pastured on the Premises. Lessee shall submit a silage phase-out plan to the NPS for review and approval by June 1, 2023, and the plan must be finalized by September 1, 2023. If Lessee fails to cooperate in the completion of this plan, the NPS will determine a phase out plan for Lessee to implement. All Forage Production shall be conducted consistent with Appendix F of the GMPA.

A new Article 15.1 replaces Article 15.2. The new Article 15.1 removes references to dairy water quality requirements and instead references water quality requirements for nonpoint source point pollution, as applicable, including the requirement to provide NPS with copies of any documents submitted to the Regional Water Quality Control Board (RWQCB):

Potential sources of nonpoint source pollution associated with this Lease include soil erosion and animal waste. The Lessee shall comply with all Applicable Laws regarding nonpoint source pollution (including the protection of beneficial uses of waters as

designated by the State of California). Lessee shall conduct all water quality monitoring and reporting required by the RWQCB and shall submit copies of those reports to NPS within 10 days of their submittal to the RWQCB. Further, Lessee's use and occupancy of the Premises shall be designed to minimize, to the greatest extent feasible, non-point source pollution within National Park Service boundaries and on adjacent lands.

A new Article 15.2 replaces Article 15.3. The new Article 15.2 provides:

The RWQCB has identified Waiver of Waste Discharge Requirements for nonpoint source pollution associated with grazing. If applicable, Lessee shall be responsible for compliance with the identified Waste Discharge Requirements.

A new Article 15.3 replaces Article 15.4. The new Article 15.3 clarifies that BMPs are now referred to as Management Activities:

Lessee shall be responsible for implementing water quality related Best Management Practices identified in consultation with NPS to preserve the integrity of park resources. Water quality Best Management Practices (i.e., Management Activities) for typical ranch operations are found in the GMPA Appendix F.

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as Lessor, and Lessee have executed this Interim Lease by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF
THE INTERIOR, NATIONAL PARK SERVICE

Date October 27, 2022

Signed document on file
Craig Kenkel, Superintendent
"LESSOR"

Date October 25, 2022

Signed document on file
Robert McClure
"LESSEE"

Date October 25, 2022

Signed document on file
Ruth McClure
"LESSEE"