

Point Reyes National Seashore

PORE-INTERIM LEASE-2220

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 William Niman and Nicolette Hahn Niman ("Lessee").

This Interim Lease incorporates by reference and hereby extends the rents, terms, and conditions of the attached Lease/Permit(s) AGRI-8530-2600-1202 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 A is revised and replaced with Exhibit A (dated June 2, 2022) attached to this Interim Lease and incorporated herein by reference.

Article 1.15 is revised to reference current ranch maps:

The Premises shall be the grazing lands and improvements at Commonweal, 451 Mesa Road, Bolinas, CA 94924 consisting of approximately 575 acres of land and improvements as shown in Exhibit A.

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 revised to reflect the Biological Opinions that are now in effect:

Operations under this permit 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 revisions to 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 A; 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 is revised to correct subsection numbering. The subsections are 8.1, 8.2, and 8.3

Article 8.1 is revised to read:

This permit authorizes seasonal grazing of beef cattle not to exceed 792 animal unit months annually (equivalent of 66 animal units per year). The Lessor shall be contacted each year to determine the grazing period for each portion of the Premises. Lessee shall provide monthly actual stocking information by pasture and class of animal (cow, calf, bull) to Lessor by the 15th of the following month. The monthly report will identify animal unit numbers by pasture and operation. Permittee will remove cattle from the Premises for the remainder of the year once the total AUM a/location is met. Adjustments to the annual AUM and grazing period for each portion of the Premises shall be coordinated through Point Reyes National Seashore Range Management prior to implementation.

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.

Article 15.1 is amended to include a requirement that Lessee provide NPS with copies of 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, nonpoint source pollution within National Park Service boundaries and on adjacent lands.

Article 15.3 is revised as follows to clarify 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 11, 2022

Signed document on file
Anne Altman, Acting Superintendent
"LESSOR"

Date September 24, 2022

Signed document on file
William Niman
"LESSEE"

Date September 26, 2022

Signed document on file
Nicolette Hahn Niman
"LESSEE"