



REQUEST FOR PROPOSAL
Number: Permit P2019201
Title: Donovan Hill Unit Excess Vegetation Permit

June 17, 2019

The California Department of Fish and Wildlife (CDFW or Department) offers this Request for Proposal (RFP) to issue a Permit for Excess Vegetation Disposal (Grazing). The proposed grazing activity will be conducted with non-exclusive rights to use ~1,800 acres of real property known as the Donovan Hill Unit (DHU), hereafter referred to as the Premises, which is part of the Daugherty Hill Wildlife Area, in Yuba County, California.

A successful proposal will convey flexibility, innovative ideas and an understanding of the unique aspects of operating on a publicly owned property with overall goals of maintaining or enhancing deer range while providing ecological benefits to oak savanna and meadow habitats on the DHU. CDFW is requesting proposals from those who have experience working on public or conservation easement protected lands and can address the specific wildlife habitat goals found within this RFP stated generally on page 11 and more specifically in Exhibit B on pages 31-34. From the proposals, one candidate will be selected to enter into a five-year permit agreement.

Proposals must be received no later than August 1st, 2019 at 5:00 p.m. A minimum of one (1) original and three (3) copies of the proposal must be submitted.

In the opinion of the Department this Request for Proposal is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, you may submit your inquiry in writing to the following administrative contact person. You may also ask questions at the site inspection.

<p><u>Administrative Contact (including admin questions)</u> Gail Turner California Department of Fish and Wildlife 1701 Nimbus Road; Suite A Rancho Cordova, CA 95670 Telephone: (916) 358-1075</p>	<p><u>Site Inspection Arrangements (grazing related questions)</u> Mario Klip (530) 258-7582 Mario.klip@wildlife.ca.gov</p> <p><u>Site Inspection Location</u> Parking lot at Donovan Unit on Los Verjeles Road. Approximately 2 miles North from Loma Rica Road. This is Parking Lot 6 (see Exhibit A)</p>
<p>It is mandatory that you inspect the site before submitting a proposal. Site Inspection(s) will be held on July 2, 2019 at 11:30 a.m.</p> <p>Please note that no verbal information given will be binding upon the State or Department unless such information is issued in writing as an official addendum.</p>	

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A. Objectives for Permit

CDFW seeks a Permittee who can conduct a cattle grazing operation on the Donovan Hill Unit that will be consistent with the overall goals of enhancing deer range habitat while also protecting oak savannas and meadow habitats. Grazing on the DHU will be expected to follow the specifics described in various sections of this Request (e.g., Section B. "Grazing", Section D. "Proposals"). A long-term objective of CDFW is to use grazing activities to encourage and support wildlife habitat on the DHU.

B. Property Description and Vegetation Removal Overview

Site Description

The Donovan Hill Unit (DHU) consists of the Donovan Hill pasture and Stanfield Hill pasture. Donovan Hill is approximately ~1,450 acres and Stanfield Hill is approximately 350 acres. The Donovan Unit is part of the Daugherty Hill Wildlife Area (DHWA, Figs 1 & 2). This property is located in Yuba County about 17 miles east of Marysville near Collins Lake. The California Department of Fish & Wildlife (CDFW) operates this area as a Type C area open for many public recreational activities.

Habitat Type

Mixed oak woodlands are found in valleys and on gentle-to-steep slopes with moderately deep soils. Introduced annual grasses are the common herbaceous plant species in this habitat and are found as an understory component of the mixed oak habitat types and not as a dominant feature. These include wild oats (*Avena fatua*), soft brome (*Bromus hordeaceus*), ripgut brome (*Bromus diandrus*), red brome (*bromus madritensis*), wild barley (*Hordeum leporinum*), and foxtail fescue (*Setaria spp.*). Common forbs include broadleaf filaree (*Erodium moschatum*), redstem filaree (*Erodium cicutarium*), turkey mullein (*Eremocarpus setigerus*), true clovers (*Trifolium*), bur clover (*Medicago polymorpha*), popcorn flower (*Plagiobothrys spp.*), and many others. Mixed oak woodlands are typically dominated by more than two oak species. Typical oak species include blue oak (*Quercus douglasii*), interior oak (*Quercus agrifolia*), valley oak (*Quercus lobata*), and black oak (*Quercus kelloggii*), the typical associated tree species include California buckeye (*Aesculus californica*), and foothill pine (*Pinus sabiniana*). Typical associated shrub species include poison oak (*Toxicodendron radicans*), and coffeeberry (*Frangula californica*).

At Donovan and Stanfield Hill pastures, mixed oak woodland consists of different mixes of all four oak species mentioned above. Riparian habitat is present at Donovan and Stanfield Hill and can be seen as narrow strips of lush green habitat found along naturally occurring watercourses as well as man-made irrigation ditches. Riparian habitat makes up less than 5 percent of the land coverage.

The area burned in 2017, and the boundary fence has been repaired or replaced over the last two years where it was damaged. Additionally, many burned trees have been removed from the

fence line and interior roads. However, we anticipate that additional clearing will be needed and may generate more fence maintenance than is a typical for an area of this size. We expect that the Permittee will address ongoing maintenance of the fence and/or disposition of trees that may fall on the fence and/or internal roads.

Geology, Soils, Climate, and Hydrology

The Donovan Hill Unit occurs in the gentle rolling terrain of the northern Sierra foothills at elevations ranging from 500 to 2,050 feet above mean seal level (MSL). Donovan Hill is within a geologic region known as the Smartsville Complex. The Smartsville Complex is the most extensive and best preserved part of the Jurassic western volcanic belt of the Sierra Nevada. The Smartsville Complex is a volcanic arc assemblage consisting of sedimentary, volcanic, hypabyssal, and plutonic rocks. Relationships between volcanic and plutonic rocks in the complex suggest rifting of a volcanic arc during the Late Jurassic. This property occurs in a portion of the Smartsville Complex that is dominated by dike complexes, which consists of sheeted and un-sheeted mafic and felsic dikes and volcanic rocks, which consists of pyroclastic and volcanoclastic rocks, pillow lavas, breccias, and massive flows. Minor formations within the area include Mesozoic plutonic rocks, which consist of quartz diorite, tonalite, trondiemite, and quartz monzonite; and gabbroic rocks, which locally include diorite and gabbro.

The soils found within Donovan Hill consist primarily of well drained loams that formed in material weathered from basic metavolcanic rocks. The United States Department of Agriculture, Natural Resource Conservation Service has mapped 12 soil units on Daugherty Hill Wildlife Area.

Donovan Hill occurs in a Mediterranean type climate similar to that of the rest of the Sacramento Valley and adjacent foothills having cool, wet winters and hot, dry summers. As recorded in Marysville, temperatures during the winter average 48°F, with an average daily minimum temperature of 39°F. Temperatures during the summer average 77°F, with an average daily maximum temperature of 94°F. The average annual rainfall in the vicinity of Donovan Hill is 21 inches, as recorded at Marysville (USDA, NRCS 1998).

There is one stream within the Donovan unit, Tennessee Creek, a seasonal stream that runs north to south within the Unit. Both the Donovan and Stanfield Hill pastures have an irrigation ditch operated by Browns Valley Irrigation District (BVID).

Mammals

The variety of vegetation types at DHU provides habitat for several species of mammals. The most common of the larger mammals found at DHU include mule deer (*Odocoileus hemionus*), raccoon (*Procyon lotor*), and coyote (*Canis latrans*). Other larger mammals with potential to occur at DHU include American black bear (*Ursus americanus*), mountain lion (*Puma concolor*), gray fox (*Urocyon cinereoargenteus*), and bobcat (*Lynx rufus*). Smaller mammals with the potential to occur at DHU include small rodent species, bat species, black-tailed jackrabbit (*Lepus californicus*), and Virginia opossum (*Didelphis virginiana*). Common small rodent species

include western gray squirrel (*Sciurus griscus*), Botta's pocket gopher (*Thomomys bottae*), deer mouse (*Peromyscus maniculatus*), and California vole (*Microtus californicus*).

Special Status Plants and Wildlife

The area may be potential habitat for Layne's ragwort (*Packera layneae*), also known as Layne's butterweed. This plant is listed as federally threatened. It has yellow disk flowers and orange-yellow ray flowers that bloom from April to August. It is found in open, rocky areas of gabbro and serpentine soils within chaparral plant communities and woodlands. The nearest known occurrence of this species is approximately seven miles northeast of DHWA. No known occurrences of Layne's ragwort can be found on Donovan or Stanfield Hill, nonetheless, given the low intensity grazing season, stocking numbers, and the rocky locations where Layne's ragwort grows, it would not be negatively impacted by the proposed vegetation removal permit.

The valley elderberry longhorn beetle's (VELB) entire life cycle revolves around its host plant, elderberry (*Sambucus* spp.). VELB is rarely seen because most of its life cycle is spent as larvae within the pithy stems of elderberry shrubs (typically with stems ≥ 1 inch in diameter at ground level). Females lay their eggs on the bark of elderberry stems and when the eggs hatch the larvae burrow into the stems. The larval stage lasts 1-2 years, after which they enter the pupal stage and transform into adults. Just prior to the pupal stage the larvae create exit holes for them to exit from after their transformation into adults. Adults are active from March to June during which they are feeding on the foliage of elderberry shrubs. The riparian woodlands at DHWA provide potential habitat for VELB. Elderberry shrubs are known to occur in these habitats; however no surveys for VELB have been conducted at DHWA.

California black rails (*Laterallus jamaicensis coturniculus*) are known to nest and occur at DHWA year-round. At DHWA, they are found in shallow water wetlands with dense emergent vegetation and may occupy wetlands of even less than a quarter of an acre. The populations at DHWA have been observed to colonize newly created wetlands shortly after sufficient vegetation becomes established. Prior to the availability of summer water from the local irrigation district, there was no black rail habitat on the DHWA and no documented records of the species at this location.

California black rails have been studied on the Spenceville and Daugherty Hill Wildlife Areas, as well as other private properties in the Yuba County foothills since the late 1990's. Some of the wetland areas where the black rails were discovered and monitored for the past several years are frequented by fisherman, hikers, and have sustained a light to moderate grazing program.

Invasive Plants

In addition to a suite of non-native but naturalized species, California grasslands and oak woodlands are vulnerable to a more recent invasion of noxious weeds, in particular medusa head (*Taeniatherum caput-medusae*) and yellow star thistle (*Centaurea solstitialis*), whose deleterious effects to ecosystem function and livestock production have been well documented. These species have proven especially successful invaders due to their prolific seed production, offset phenologies, lack of palatability to livestock, ability to form and thrive in monocultures, and

successful dispersal mechanisms. Cooperation and coordination to manage and/or eradicate noxious weed species is expected of the permittee.

Habitat Objectives

The Donovan Hill Unit has the following habitat objectives:

1. To preserve and enhance the property and adjacent area's value as deer winter range for the Mooretown deer herd. The preservation of DHU would connect and maintain critical migrations corridors between adjacent properties.
2. To preserve and enhance the natural communities and wildlife on the property.
3. To preserve and enhance the property for any listed or candidate species or species of special concern known or suspected to occur on the area.
4. To provide public access for wildlife-dependent consumptive (hunting/fishing) activities and compatible wildlife-dependent non-consumptive (wildlife watching, nature study, hiking) uses. Wildlife-dependent non-consumptive uses shall not receive priority over wildlife-dependent, consumptive uses.
5. To provide public education opportunities concerning the value of habitat and wildlife. This may include the construction of trails, signs, etc., which increases the public's appreciation and enjoyment for the area.

Note: CDFW and collaborators are planning to monitor and/or study cattle deer interactions on DHU. If deleterious effects on deer are found cattle numbers, grazing period or both may be adjusted or reduced.

Excess vegetation removal aka prescribed grazing will help meet the above objectives. In the following ways: non-native grasses dominate the foothills and need to be removed to allow sunlight to reach the soil, which in turn allows more favorable deer forage to germinate. Native species are outcompeted by introduced species and removal of non-native grasses will allow native species to persist due to reduce competition. Grazing prescriptions will be such that ecologically important areas such as riparian areas will be avoided. Grazing operations will be adjusted if deleterious effects to these areas are observed through monitoring efforts. Grazing will also benefit the public because many game species (quail, turkeys) prefer the habitat mosaic created when grazing lightly. Additionally, the infrastructure, for example trails, needed to tend to cattle is utilized by equestrians and hikers while removal of yellow star thistle through grazing allows for an enhanced recreational experience. Furthermore, the permittees presence on the property is expected to reduce incompatible (e.g. growing of marijuana, target shooting, ATV riding) activities on the property, allowing Donovan Hill Unit to remain welcoming to all visitors.

An additional benefit to the area, and habitats is that cattle reduce the fuel load and consequently fires may be reduced in intensity. This in turn benefits our neighbors as well as people recreating on the area and the wildlife utilizing Donovan Hill Unit.

Grazing Prescription

Cattle grazing during the winter and spring months has been used to maintain the mixed oak/grassland habitat types as well as assist the surrounding rural communities by reducing the fire hazard caused by the heavy accumulation of fire fuels.

Maintaining a minimum of 1,000 lbs/acre of Residual Dry Matter (RDM) measured in June just past the grazing period is a goal on this property. Removal of excess vegetation is also needed help reduce invasive species. Grazing will reduce dense annual grass ground cover, providing suitable wildlife feeding areas with the promotion of desirable plant species.

Seasonal grazing permitted during the winter and early spring months will allow CDFW to meet these goals; specifically, cattle will be allowed to graze December 1 through May 31.

Total Animal Unit Months (AUMs) for this lease is 570 AUMs or 95 AUs/month. The computation of animal unit months per head is the following: 1) Weaned calves and light steers between 350-600 pound weight class shall be counted as 0.7 units; 2) Bulls, cows, cows with calves, and steers over 600 pounds shall be counted as 1.0 unit; 3) Mature bulls shall be counted as 1.3 units.

Please note that adjacent private properties may contain bulls. It is the responsibility of the Permittee to prevent conflict with neighboring herds. Corrective measures may include removal of Permittee's bull(s) from DHU.

CDFW may require permittee to participate in studies that involve increases or decreases in AUMs during the permit term, or extension or reduction of the grazing period in any given year.

Public Access

Donovan Hill and Stanfield provide many opportunities for hunting, hiking, fishing and birding. Horseback riding may be added to this in the future. Donovan Hill and Stanfield are operated as a Type C wildlife area where no permit or pass is required for public entry, except during the first nine days of the spring turkey season when DHU is closed to all public entry except for those individuals possessing a special permit issued by the Department.

As stated, this permit is a non-exclusive right to graze, and we expect interactions with the public to be courteous. Additionally, planned activities (loading/unloading) should be planned in a manner to be least disruptive to public usage. Some roads may have easements (see map) for ingress/egress by adjacent landowners, this right will remain unfettered during this lease. Finally, no special right to access DHU for the purposes of hunting, fishing, camping or any other purpose other than as specified in the Permit is granted nor implied. Also, the Permittee may not take (as defined in FGC 86) wildlife (including rodent and predator control) unless prior written authorization is obtained from CDFW and Permittee may not grant special access to any persons not associated with implementation or management of vegetation control activities under the Permit.

Fencing

Infrastructure supporting grazing consists of a perimeter fence and lengths of interior fencing. There is a separate ~20 acre pasture by the corrals along Los Verjeles Road within the Donovan Hill pasture. The Stanfield Hill and Donovan Hill pastures are intersected by Marysville Road, and therefore are separate pastures. No other separate pastures exist and thus DHU can only be managed as multiple pastures with additional (temporary) interior fencing. Cattle owners under this lease will be required to have a rapid response (1 hour or less) to repair broken fences and gather escaped cows on the road. Downed trees, illegal trespass, and broken fence wire may also contribute to escaped cattle being reported on nearby roads or neighboring properties. Fences will be constructed to allow for wildlife movement and will have a smooth top and bottom wire (See Site Operations Plan for fencing schematic).

Corrals / Processing Facilities

A permanent cattle processing corral is available at DHU (located at Los Verjeles Road), and is currently operational. There is no corral at Stanfield Hill. If needed, the Permittee will be responsible to provide the necessary portable corrals to process livestock. Placement will be in coordination with CDFW to prevent impact to sensitive habitats. Please note that all troughs, squeeze chutes, calf tables, etc., and water storage tanks belong to the current Permit holder and will likely be removed.

Roads / OHV use

Several roads and access points are available in DHU, coming in from five entrances (see map). The Permittee may use these roads for OHV (Off-Highway Vehicle) and pick-up truck access if weather and road conditions permit. Some roads are overgrown, and pruning, in coordination with the Department, needs to occur before the roads will become usable again. Additionally, some roads are significantly rutted, making pick-up access very challenging. The Permittee selected will be made aware which roads can be used. Vehicle use is restricted to heavily used roads that have limited vegetation growing in the road surface or none at all. Permittee is allowed to use OHV on existing roads only. If damages are caused, then the Permittee will repair the road to previous drivable conditions. The permittee is not allowed to cause erosion or the creation of new trails as a result of vehicle usage. The Department prefers that operations are done on horseback to reduce noise pollution, erosion and heavy trailing. Note that DHU can be very dry and the Permittee is expected to take great care to avoid causing accidental fires.

The Department may provide Permittee with keys and/or combinations to locks on gates. Locks are not to be removed and keys and combinations may not be shared beyond personnel immediately involved in the grazing operation. At the end of each grazing period combination locks are removed and a new combination lock will be used for the new grazing season.

Cattle Health / Trespass

The Department requires that you determine that your livestock is healthy prior to being introduced to the property, and remains healthy while on the property.

In consultation with your herd veterinarian, livestock owners/managers should establish a herd health program for the prevention and care of general parasitic diseases. At a minimum the herd health program should include the following measures to maintain healthy immune systems and minimize the occurrence of disease:

- (1) Routine vaccinations of all cattle for preventing BVD (Bovine Virus Diarrhea) which can act as an immunosuppressive disease and *Leptospira pamona* bacterins.
- (2) Routine internal and external parasite control to prevent clinical parasite infections;
- (3) Prevention of selenium and copper deficiencies with appropriate supplementation depending on current herd status. Supplements will be located in coordination with CDFW to reduce interaction between deer and cattle and potential disease transmission.
- (4) Keep herds closed to the introduction of outside suckling (neonatal) calves. Calves from outside the herd may introduce *C. parvum* or other pathogens to the herd.

Trained ranch personnel should check cattle frequently for disease. Frequency of inspection will depend on herd's reproductive and current health status. When clinical disease is observed, cattle should be promptly treated. A veterinarian should be consulted as necessary.

Livestock owners/managers should keep herd health records as follows:

- Records (product, dose, animal ID, employee ID) of vaccinations and routine procedures of groups of cattle.
- Records of treatment disease protocols (diagnosis, product used, dose) or individual treatment records (diagnosis, product used, dose, injection method, date, employee).

The Department expects that cattle trespass onto adjoining properties will be avoided and will be addressed swiftly should it occur. Cattle trespassing onto DHU should also be addressed swiftly. Cattle not belonging to the Permittee need to be identified (potentially with help of brand inspector) and removed as quickly as possible. CDFW needs photos of the cattle brands you plan to use as well as ear tag color or other identifying marks on your cattle.

Incompatible Activities

When operating a lease at DHU, you may witness incompatible activities to the area, such as target shooting, driving OHVs, etc. Please inform the site manager within 24 hours of noticing such activity.

Water

Tennessee Creek, a seasonal stream that runs north to south within the Donovan Hill pasture. Additionally there are two ponds available in south portion of Donovan and one pond may be available on the south side of Stanfield. Both units have Browns Valley Irrigation ditches which will contain water during the irrigation season (April-Oct). The Department and Permittee is expected to avoid damage to seasonal ponds and waterways as a result of cattle seeking water.

Stock water on the property is unreliable and inconsistent during the winter months when the irrigation canal is dry. During dry periods/years, water needed to be hauled to this location. The Department makes no guarantees on the availability of water.

It is the responsibility of the Permittee to provide water for cattle in the event of failures of

existing sources of water. Coordination with and approval by CDFW on the location for the water troughs is required to prevent impacting sensitive habitats in the event that water needs to be brought to the site.

Changing the Grazing Period

The Donovan Unit can experience a broad range of rainfall amounts depending on the year. During dry years the start date may be delayed until enough forage is available. Other years can be very rainy and result in a large amount of primary productivity in the form of annual vegetation. If a particular year is especially rainy, resulting in excessive vegetation growth, the grazing period may be extended in order to achieve habitat objectives that are suitable for the area. Alternatively, if fall rains are delayed then the start of the grazing period may be postponed. This decision will be made by the CDFW.

On the other hand, extending the grazing period is accomplished by mutual agreement between the Department and the Permittee. Each such agreement is ratified by a Department-created letter stating the terms of the extension, signed by the Permittee and the State Representative for the Permit. Extensions of the grazing season are charged at a daily rate to the Permittee. The daily rate is the product of the regular grazing period fee divided by 181 (181 is the number of days in the regular grazing period). The daily rate times the number of days of extended grazing equals the fee for the extended grazing period. That extended grazing fee will be due to CDFW upon the Permittee's signing of the extended grazing period letter.

Monitoring and Coordination

Utilization monitoring may occur periodically throughout the grazing season or at least once annually after the cattle have been removed. In cooperation with CDFW, the Yuba County Resource Conservation District (or others) may conduct random Residual Dry Matter (RDM) measurements or range health assessments and report them to the Department and the Permittee. These findings will assist in determining annual adjustments to the above grazing prescription and contribute to the future conservation of the property. Additionally, pre-season, mid-season, post-season on site meetings may be planned to discuss stocking rates, coordinate Permittee activities on the Premises, and to assess progress on achieving management goals for DHU. Should Permittee desire to participate in any United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) or Farm Services Agency (FSA) program(s), such participation must be in coordination with CDFW or its designated representative. CDFW will not participate in the process of certifying any pasture as organic and does not guarantee any pasture would be eligible during the term of the permit for organic status.

Finally, if awarded the excess vegetation permit, CDFW expects that plans detailed in your proposal such as but not limited to managing even distribution of cattle, grazing plans, protection of wetlands, improvement of blue oak regeneration and improvement of habitat provided in the RFP process, will be honored during this lease.

Emergencies: In case of emergencies please contact: Warden Sean Pirtle at (530) 624-0848 or Mario Klip at (530) 258-7582.

C. Potential Permittee Minimum Qualifications

Potential Permittees will be required to submit a Statement of Qualifications that describe how they meet each of the following minimum qualifications:

1. Two references in the past five (5) years or one reference in the past two (2) years that can attest to the Potential Permittee's experience in the implementation of a grazing agreement performed on public or conservation easement protected lands.
2. Five or more years of experience of wildlife-friendly grazing practices (focused on habitat restoration).
3. Ability to respond to emergencies or resource concerns on DHU within one (1) hour during the grazing period.

D. Proposals

All proposals must conform to the following parameters:

- Grazing activity may not begin prior to December 1 and not continue past May 31 of each year.
- A maximum of 95 AUM allowed
- Only cattle may be grazed.

Proposal packages must be prepared in accordance with the Proposal Format Requirements identified in Section F-4 of this RFP. Written proposals must contain sufficient information for CDFW to determine which Potential Permittee will be the best suited to enter into a Permit agreement with CDFW on terms most advantageous to CDFW. Proposals may include information that is not specifically requested in this RFP if such information is pertinent to the proposal.

In ranking proposals, CDFW will consider how the proposed activities may further or conflict with CDFW Goals for DHU.

E. Permit Term and Fee

If awarded, the term of this Permit shall be four years and seven months, commencing on October 11, 2019 or upon approval of the State, whichever is later (Commencement Date) and terminating on July 30, 2024 with such rights of termination as are set forth in the Permit. STATE shall have the right to delay the Commencement Date if STATE determines that the condition of the Premises warrants such a delay.

The annual grazing period is December 1 through May 31.

The annual permit fee will be calculated as the product of the number of animal units per month (AUM) multiplied by the number of months grazing multiplied by the accepted fee per AUM. Example: 95 AU X 6 months X \$35.00 per AUM = \$19,950,00.

The permit fee shall be due and payable in lawful United States funds, without demand, offset or deduction, as shown in the Payment Schedule below. If the Commencement Date is delayed then STATE may adjust the permit fee for the first year of the Term as provided in the Permit.

PAYMENT SCHEDULE			
#	PAYMENT DUE	AMOUNT	Grazing Period Covered
1	upon execution	First half of annual fee	December 1, 2019 – May 31, 2020
2	April 1, 2020	Second half of annual fee	December 1, 2019 – May 31, 2020
3	November 1, 2020	First half of annual fee	December 1, 2020 – May 31, 2021
4	April 1, 2021	Second half of annual fee	December 1, 2020 – May 31, 2021
5	November 1, 2021	First half of annual fee	December 1, 2021 – May 31, 2022
6	April 1, 2022	Second half of annual fee	December 1, 2021 – May 31, 2022
7	November 1, 2022	First half of annual fee	December 1, 2022 – May 31, 2023
8	April 1, 2023	Second half of annual fee	December 1, 2022 – May 31, 2023
9	November 1, 2023	First half of annual fee	December 1, 2023 – May 31, 2024
10	April 1, 2024	Second half of annual fee	December 1, 2023 – May 31, 2024

NO CREDIT AGAINST THE FEE OR ANY OTHER SUMS PAYABLE UNDER THE PERMIT SHALL BE PROVIDED TO PERMITTEE FOR ANY CONTRIBUTIONS (INCLUDING, WITHOUT LIMITATION, WORK DONE OR MATERIALS OR SUPPLIES FURNISHED) BY PERMITTEE.

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F. Proposal Requirements and Information

1. Key Action Dates

EVENT	DATE	TIME
RFP available to Potential Permittees	June 17, 2019	4:00 pm
Mandatory Site Inspection	July 2, 2019	11:30 am
Proposal Submission Deadline	August 1, 2019	5:00 pm
Proposal Evaluation and Ranking	August 16, 2019	10:00 am
Final Selection / Notice of Intent to Award	August 23, 2019	1:00 pm
Proposed Award Date	September 6, 2019	1:00 pm
Finalize Exhibit B	September 20, 2019	5:00 pm
Proposed Commencement Date	October 11, 2019	

2. Mandatory Site Inspection

- a. A mandatory site inspection is scheduled at 11:30 am on July 2, 2019, for the purpose of discussing questions regarding this RFP and touring the site. The location is at the parking lot at Donovan Hill Unit on Los Verjeles Road. This is approximately 2 miles North from Loma Rica Road (shown in Exhibit A-2). No verbal information given will be binding upon the State or Department unless such information is issued in writing as an official addendum, so the site inspection questions and original-or-corrected answers will be compiled and posted either separately or in combination with the questions and answers addressed in Section 3 below.
- b. In the event a Potential Permittee is unable to attend the mandatory pre-proposal site inspection, an authorized representative may attend in their behalf. The representative may only sign-in for one Potential Permittee. No proposal will be accepted unless the Potential Permittee or its authorized representative was in attendance.
- c. For Potential Permittees who need assistance due to a disability, reasonable accommodations will be provided by CDFW upon request for the mandatory site inspection. The Potential Permittee must contact Mario Klip, Wildlife Biologist, at 530-258-7582 no later than the fifth working day prior to the scheduled date and time of the site inspection to arrange for a reasonable accommodation

3. Questions and Answers

Potential Permittees requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive Proposal process may request clarification by submitting questions, in an email or envelope clearly marked "Questions Relating to RFP Permit P2019201" to the California Department of Fish and Wildlife administrative contact person listed on page 1. To ensure a response, questions must be received by the Department not less than seven business days prior to the proposal submission deadline. At the sole discretion of the Department, questions may be paraphrased by the Department for clarity.

Written responses to all questions will be collectively compiled and posted on the [Cal eProcure website](#) no later than five days prior to the Submission Deadline. It is the responsibility of the bidder to check for the list of questions and answers associated with this RFP.

4. Proposal Format Requirements

For each of the required items listed below, the Potential Permittee's name and page number should be placed in the upper right corner of each page. For Potential Permittee - generated written responses, use 3/4" margins, 12-point Arial font, single-spaced type, and avoid non-standard abbreviations. Each attachment will not exceed two (2) single-sided 8.5"x11" pages. *Hand-written attachments are not prohibited, but must be legible or they will be rejected.* **A minimum of one (1) original and three (3) copies of the proposal must be submitted.** Proposals should be organized as follows:

Attachment 1 – Required Attachment Checklist

Form provided in this RFP. A checklist to be included with the submission of proposals to ensure that the proposal is complete.

Attachment 2 - Transmittal Letter:

- List the Proposing Permittee's name, mailing address, phone, fax, and e-mail. The submitter must sign the transmittal letter in ink and be authorized to bind the proposing firm. The name and title of the person signing the proposal must be typed below the signature.
- The Transmittal Letter must state whether the Potential Permittee or any individual who will perform work under the Permit has a possible conflict of interest (e.g., employment by CDFW) and, if so, the nature of that conflict. CDFW reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of CDFW.

Attachment 3 - Statement of Qualifications

This attachment will describe the knowledge, education, experience and abilities leading to the Potential Permittee in meeting or exceeding each of the minimum qualifications.

Attachment 4 – Description of Personnel and Organizational Structure

1. List all personnel who will be working on the Permit and their titles.
2. Brief, descriptive statement indicating the Potential Permittee's credentials to perform the activities sought under this RFP
3. Brief description of the Potential Permittee's background and organizational history, years in business
4. Brief statement of how long the Potential Permittee has been performing the activities required by this RFP
5. Location of office(s)

Attachment 5 – Proposals for Each Goal (1-4)

Provide a written response to the permit goals listed below. State how you or your firm would comply with each of the four (4) goals listed below. Each response must be submitted on separate sheet(s) of paper. Statements must contain enough detail for CDFW to score each proposal according to how well each response addresses the concern of each goal.

Permit Goals:

1. Negative impacts to riparian and wetlands (e.g. overbrowsing of willows, erosion of stream banks and destruction of known springs (measured using photo plots) due to livestock will be avoided (willow browsing will not exceed 20%).
2. Reduction of cheatgrass prevalence and improvement of bitterbrush availability to deer.
3. Improvement and restoration of wildlife habitat by implementing compatible ranching practices.

Attachment 6– Disclosure Statements

- Description of any/all claims or legal actions that have been asserted or prosecuted against the Potential Permittee within the last five years arising out acts or omissions of the Potential Permittee in connection with permits or grazing operations or agreements otherwise similar to those proposed under this RFP. State the status of each claim and legal action. Claims should be fully disclosed regardless of whether they involved litigation, arbitration, or other formal or informal dispute resolution process. The disclosures required under this provision also apply to any the individuals who will be part of the agreement.
- A statement as to whether, in the last ten years, Potential Permittee has filed (or had filed against him/her/them) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

Attachment 7 – Fee Proposal Form

Form provided in this RFP. Provide a proposed fee per Animal Unit. All costs associated with the proposed performance of the Desired Outcomes and complying with the provisions of the Permit should be considered by the Potential Permittee when submitting this fee proposal.

Attachment 8- Potential Permittee References

Form provided in this RFP. Provide the applicable references as detailed in the Minimum Qualifications Section.

Attachment 9 - Site Inspection Certification

Form provided in this RFP. This form must be signed by the Potential Permittee or an authorized representative and co-signed by the Site Manager on the day of the Mandatory Site Inspection to certify attendance.

Attachment 10 – Proposal Certification Document

Form provided in this RFP. (Instructions on page 2 of this form)

Attachment 11 – Authorization Document

Attached the appropriate document to the provided check-form as described.

5. Submission of Proposal

- a. All proposals must be submitted under **sealed** cover and received by the Department at the location indicated below on or before the date and time identified above in Section F, Proposal Requirements and Information, Item (1) Key Action Dates. The sealed cover must be plainly marked with the RFP number and title, must show the complete Potential Permittee name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

**Permit P2018203
Donovan Hill Unit Vegetation Control Permit
California Department of Fish and Wildlife
John P. Permittee
1234 Cattle Drive
Cowtown, CA 98888**

DO NOT OPEN

Proposals not submitted under sealed cover will be rejected and returned to the Potential Permittee, unopened.

Any proposal received at the above address after the proposal submission date and time specified in Section F-1 (Key Action Dates) will NOT be considered. It is the Department's policy to make every effort to ensure that all proposals have been received and properly time stamped; however, Potential Permittees are ultimately responsible for ensuring timely receipt of their proposal. Potential Permittees may verify receipt of their proposal by contacting the Administrative contact identified in the cover letter of this RFP prior to the Proposal Evaluation and Ranking.

A minimum of one (1) original and three (3) copies of the proposal must be submitted.

- b. Potential Permittees assume the risk of the method of dispatch chosen. CDFW assumes no responsibility for delays caused by any delivery service. Postmarking by

the due date shall not substitute for actual proposal receipt by CDFW. The time of delivery will be determined by the clock in CDFW's office. Late proposals will not be accepted and no additional time will be granted to any Potential Permittee Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

- c. All proposals shall include the documents identified in Section G-4, Required Attachment Checklist (Attachment 1). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- d. All documents requiring a signature must bear an original signature of a person authorized to bind the Potential Permittee.
- e. Mail or deliver proposals to the following address:

Gail Turner
California Department of Fish and Wildlife
1701 Nimbus Road: Suite A
Rancho Cordova, CA 95670

- f. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The Department may reject any or all proposals and may waive an immaterial deviation in a proposal. The Department's waiver of an immaterial deviation shall in no way modify the RFP or excuse the Potential Permittee from full compliance with all requirements if awarded the Permit.
- g. Costs incurred by the Potential Permittee for developing proposals, participation in mandatory site inspection and/or interviews, and any other costs incurred in connection with this RFP, and in anticipation of a Permit award are entirely the responsibility of the Potential Permittee and shall not be charged to the State of California or the Department.
- h. An individual who is authorized to bind the Potential Permittee shall sign the Proposal Certification Sheet, (Attachment 10). If the Potential Permittee is a corporation, partnership or other legal entity, the signature should indicate the title or position that the individual holds in the entity. Any unsigned proposal will be rejected.
- i. A Potential Permittee may modify a proposal after its submission only by withdrawing the original proposal and resubmitting a new proposal prior to the Proposal Submission Deadline. Potential Permittee modifications offered in any other manner, oral or written, will not be considered.
- j. A Potential Permittee may withdraw a proposal by submitting a written withdrawal request to the Department, signed by the Potential Permittee or an authorized agent. A Potential Permittee may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause after the Proposal Submission Deadline.

- k. The Department may modify the RFP prior to the time fixed for submission of proposals by issuing an addendum to all parties who received a proposal package.
- l. The Department reserves the right to reject all proposals. The Department is not required to award a Permit.
- m. Before submitting a response to this solicitation, Potential Permittees should review the response, correct all errors and confirm compliance with the RFP requirements.
- n. Potential Permittee is required only upon the date and time specified for the site inspection identified in this RFP to inspect the Premises and investigate the conditions, character and quality of the site. The Premises will be made available in AS-IS condition. Department makes no representations, warranties or guarantees, express or implied, regarding the Premises, including its fitness or suitability for Potential Permittee's purposes; the condition or quality of soils; organic certification of any pasture or field; existence, adequacy or condition of fencing; or availability of water or electric power, none of which are guaranteed. No changes to the permit fee amount will be made due to a lack of careful examination of site.
- o. Questions to this RFP must be presented in writing to the Administrative Contact (identified on page 1 of this RFP) no later than seven business days before the Proposal Submission Deadline.
- p. The Permit will be an agreement between the Department and only one Permittee, which must be an individual or a legal entity such as a corporation or partnership. Proposals submitted by any informal association of persons or entities will be rejected. If the Potential Permittee is a partnership (General Partnership or Limited Partnership) a copy of the partnership agreement must be provided. The date of such an agreement must pre-date the proposal submission deadline date.
- q. The provisions of the Department's Permit are not negotiable.
- r. No oral understanding or agreement shall be binding on either party.
- s. By submitting a proposal, Potential Permittee acknowledges that Potential Permittee has read and understands this RFP, and is in agreement to the provisions of the Sample Permit included as part of this RFP package.
- t. If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of CDFW and the Potential Permittees shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6. Evaluation and Ranking

- a. All proposals received by the submission deadline will be reviewed by CDFW to determine compliance with mandatory proposal requirements as specified in this RFP. If CDFW determines that a proposal is not considered fully responsive and it is material to the RFP requirements, the proposal may be rejected.
- b. Proposals accepted under the terms of this RFP will be evaluated and ranked by an evaluation team which may consist of a CDFW Wildlife Area Manager and regional CDFW representatives. Composition of the evaluation team is subject to change at the sole discretion of CDFW.
- c. At least two references will be required. CDFW will attempt to contact each reference by phone. References will be asked to describe the prior grazing agreement transaction they had with the Potential Permittee, and to answer the following questions:
 1. Did the firm/individual satisfactorily complete the obligations within the terms of the agreement? (Yes or No)
 2. Did the firm/individual pay the fee on time? (Yes or No)
 3. Was the firm/individual knowledgeable in best grazing practices to avoid negative impacts to the property?
 4. How did the firm/individual improve the area for wildlife?

If any reference provided by the Potential Permittee answers “No” to any of the questions, the proposal will be disqualified on the grounds that the Potential Permittee did not meet the minimum qualifications, and the proposal is therefore non-responsive.

- d. Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Potential Permittee, may be rejected.
- e. CDFW reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Potential Permittees. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made as a result of such discussion, the Potential Permittee shall put such clarifications in writing. Applicants may not submit supplemental information without the approval of CDFW.
- f. The reviewers may consider information that is pertinent to the Potential Permittee's qualifications regardless of whether such information is specifically requested or included in the criteria listed in this RFP.

g. Proposals will be ranked based on the criteria set forth below.

<u>Rating/Scoring Criteria</u>	<u>Points</u>
• Qualifications (SOQ), References and Disclosure	Pass/Fail
• Knowledge, experience and approach to benefit DHU	25 points
• Ability to bring water to site	20 points
• Ability to respond to emergencies	25 points
• Proposal for Goal 1	15 points
• Proposal for Goal 2	15 points
• Proposal for Goal 3	15 points
• Proposal for Goal 4	15 points
• Proposal for Goal 5	15 points
• Proposal for Goal 6	15 points
• Proposal for Goal 7	15 points
• Proposed Permit Fee	40 points
<u>Total Possible Points</u>	<u>215 points</u>

h. The method of evaluation and scoring is as follows: (see following pages)

Pass Fail	<p>Statement of Qualifications Potential Permittee Minimum Qualifications: Permittee is in possession of appropriate number of cattle, permittee has five years of experience (see minimum qualifications for full details).</p> <p>Meets minimum qualifications Did not provide a SOQ; or did not meet minimum qualifications</p>
Pass Fail	<p>Reference Check Reference provided a “Yes” response to each question. A “No” response to any question will be grounds to deem proposal non-responsive.</p>
Pass Fail	<p>Disclosure Statement Little to no risk to CDFW of any real or perceived conflict-of-interest or inability to pay fee. A clear risk exists for a real or perceived conflict-of-interest or inability to pay fee</p>
Pass Fail	<p>Provide cattle health plan and health records for cattle intended to be introduced to DHU</p>
25	<p>Potential Permittee’s experience, working knowledge of DHU, background, and innovative plans to improve DHU for the benefit of deer and other wildlife. Additionally describe the history of the cattle that will be introduced to the area, specifically which areas will they come from (local herds will receive preference to reduce disease transmission).</p>
20	<p>Explain how you will bring water to the premises during water shortage circumstances.</p>
0-25	<p>Ability to respond to emergencies, please indicate how many minutes before you or delegate can address cattle on road.</p> <p><i>Example:</i> Shortest time is 30 mins 25 points Next shortest time 45 mins(30 divided by 45) times 25 = 13.88 points Next time is 60 mins..... (30 divided by 60) times 25 = 12.5 points</p>

	<p>Goal 1 By May 31 of each year through the term, there will an average of 750 lbs. per acre of Residual Dry Matter (RDM) remaining and evenly distributed on the grounds, as much as possible, whereas steeper (10-40%) slopes may have an average of 1,000 lbs per acre. Please explain the techniques, frequency and experience to accomplish these objectives.</p> <p>0 Did not respond or proposal indicates an apparent lack of desired skill-set and knowledge.</p> <p>5 Proposal indicates some knowledge, but not enough information provided to determine if goal could be met.</p> <p>10 Proposal would meet the goal with no negative impacts.</p> <p>15 Proposal would meet the goal with no negative impacts and was innovative in approach and/or showed best grazing practices.</p>
	<p>Goal 2 Describe a plan and experience to avoid negative impacts on riparian areas and wetlands (i.e., streams, ponds, seeps and springs) and sensitive habitats in those areas.</p> <p>0 Did not respond or proposal indicates an apparent lack of desired skill-set and knowledge.</p> <p>5 Proposal indicates some knowledge, but not enough information provided to determine if goal could be met.</p> <p>10 Proposal would meet the goal with no negative impacts.</p> <p>15 Proposal would meet the goal with no negative impacts and was innovative in approach and/or showed best grazing practices.</p>
	<p>Goal 3 Describe a plan to accomplish an even grazing throughout the area. Avoidance of heavy trailing and damage to the range. Additionally, describe a plan for ingress and egress of cattle on the allotment.</p> <p>0 Did not respond or proposal indicates an apparent lack of desired skill-set and knowledge.</p> <p>5 Proposal indicates some knowledge, but not enough information provided to determine if goal could be met.</p> <p>10 Proposal would meet the goal with no negative impacts.</p> <p>15 Proposal would meet the goal with no negative impacts and was innovative in approach and/or showed best grazing practices.</p>
	<p>Goal 4 Indicate your expected presence on the property and how you plan to reduce impacts on wildlife (including predators), and how cattle operations will avoid disturbance of wildlife (e.g. OHV use, where and when will calving occur).</p>

0	Did not respond or proposal indicates an apparent lack of desired skill-set and knowledge.
5	Proposal indicates some knowledge, but not enough information provided to determine if goal could be met.
10	Proposal would meet the goal with no negative impacts.
15	Proposal would meet the goal with no negative impacts and was innovative in approach and/or showed best grazing practices.
<p>Goal 5 During the term of the permit, the State may determine that conditions warrant a change in the grazing term, which would result in a reduction in AUMs and/or rapid removal of livestock from an area to protect rare, threatened and endangered species. Describe your contingency plan to deal with such an event, including resources you have available to respond to the change within the given timelines in the Sample Excess Vegetation Removal Template.</p>	
0	Did not respond or proposal indicates an apparent lack of desired skill-set and knowledge.
5	Proposal indicates some knowledge, but not enough information provided to determine if goal could be met.
10	Proposal would meet the goal with no negative impacts.
15	Proposal would meet the goal with no negative impacts and was innovative in approach and/or showed best grazing practices.
<p>Goal 6 Provide a grazing plan that describes the grazing practices being used and how those practices will be regularly reported to CDFW, including: the number and size classes of livestock present on the site throughout the season; dates that livestock were added to and removed from the allotment; the dates and descriptions of any efforts to move livestock to different areas; stubble height and browse measurements; and all other relevant information.</p>	
0	Did not respond or proposal indicates an apparent lack of desired skill-set and knowledge.
5	Proposal indicates some knowledge, but not enough information provided to determine if goal could be met.
10	Proposal would meet the goal with no negative impacts.
15	Proposal would meet the goal with no negative impacts and was innovative in approach and/or showed best grazing practices.
<p>Goal 7 Describe plan to improve wildlife habitat and reduce noxious weeds (e.g., medusa head, thistle species) of limited grazing and wildlife value.</p>	
0	Did not respond or proposal indicates an apparent lack of desired skill-set and knowledge.

5	Proposal indicates some knowledge, but not enough information provided to determine if goal could be met.
10	Proposal would meet the goal with no negative impacts.
15	Proposal would meet the goal with no negative impacts and was innovative in approach and/or showed best grazing practices.
	<p>Cost (40 points possible)</p> <p>The highest price offered receives the maximum of 10 points. All other proposals will receive a score based on the following formula:</p> <p>Cost proposal divided by the highest cost proposal x 40 points = Score</p> <p><i>Example:</i> Highest bid is \$45. 00/AUM 40 points Next highest bid is \$40/AUM.....(\$40.00 divided by \$45. 00) times 40 = 35.56 points Next bid is \$35. 00/AUM..... (\$35.00 divided by \$45.00) times 40 = 31.11 points</p>
	TOTAL POINTS POSSIBLE..... 165

7. Basis of Award

The Permit award if made will be to the responsive, responsible Potential Permittee o with the highest ranking based upon the Evaluation Criteria (and any interview results). The evaluation process is designed to award the Permit not necessarily to the Potential Permittee offering the highest fee, but rather to the Potential Permittee with the best combination of attributes based upon the evaluation criteria and that which presents the most advantageous proposal to CDFW.

Proposal responses must comply with all RFP requirements. Failure to do so will disqualify the proposal. If it is determined not to be in the best interest of the State, the Department reserves the right to not award a Permit in response to this RFP.

8. Disposition of Proposal

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California. Selection or rejection of a proposal does not affect its ownership by the Department.
- b. All proposal information, including detailed price and cost information, shall be held in confidence during the evaluation process. Upon the completion of the evaluation of proposal, indicated by a notice of intent to award the Permit, the proposals and associated materials shall be open for review by the public to the extent allowed by the California Public Records Act (Government Code sections 6250-6270 and 6275-6276.48). By submitting a proposal, the Potential Permittee acknowledges and accepts that the contents of the proposal and associated documents shall become open to public inspection. The guidelines for making CDFW-related Public Records Act requests are available on the "CDFW / Fish and Game Commission Guidelines for Public Records Act Requests" internet page, here:
<https://www.wildlife.ca.gov/General-Counsel/Public-Records-Requests>
- c. Proposal packages may be returned only at the Potential Permittee's expense after the evaluation process is complete

9. Finalization of the Site Operation Plan (Exhibit B)

CDFW in agreement with the awardee may include the awardee's proposals as addenda to the Site Operation Plan - Exhibit B. CDFW reserves the option to strike-out or modify any portion of the winning proposal that conflicts with the Permit and/or Site Operations Plan. Revision to the standard language of the Permit is prohibited.

If CDFW and the awardee initially selected by CDFW are unable to agree on the provisions of the Site Operation Plan within a reasonable time, the Permit will be offered to the Potential Permittee ranked second by the evaluation team. The negotiation process described in Sections F-6 through F-10 will be repeated until an agreement is executed.

10. Permit for Excess Vegetation Disposal Award

- a. Following the award, the Department will request insurance documentation from the awardee that will comply with Section 21 of the Agreement. These documents must be provided on or before the requested date. State execution of the Permit is contingent upon the verification of the insurance by the Department of General Services – Office of Risk and Insurance Management. (The awardee should provide the Sample Permit and the “Land Use Agreements: Guide to Insurance Documentation Requirements” to their insurance broker when requesting the coverage and required documents.)
- b. The awardee will be required to provide a completed Payee Data Record form (STD-204) with the documents described above.
- c. Time is of the essence for the commencement of this Permit. The Department reserves the right to rescind the award if any requested documentation is not provided by the awardee on or before the requested due date. The awardee is solely responsible for ensuring timely responses by any individual or firm they choose to create and provide the requested documents.
- d. The Department reserves the right to offer the award to the next responsive, highest scoring Potential Permittee, or to issue a new RFP if the award is rescinded.
- e. Upon receipt, the awardee will sign the provided originals (either two or three original sets, based on the agreement’s dollar value) of the Permit for Excess Vegetation Disposal and return all signed originals within ten (10) business days after receipt from CDFW.
- f. The RFP and the Permittee selection processes do not obligate CDFW and do not create rights, interests, or claims of entitlement in the apparent best evaluated potential permittee or any vendor.

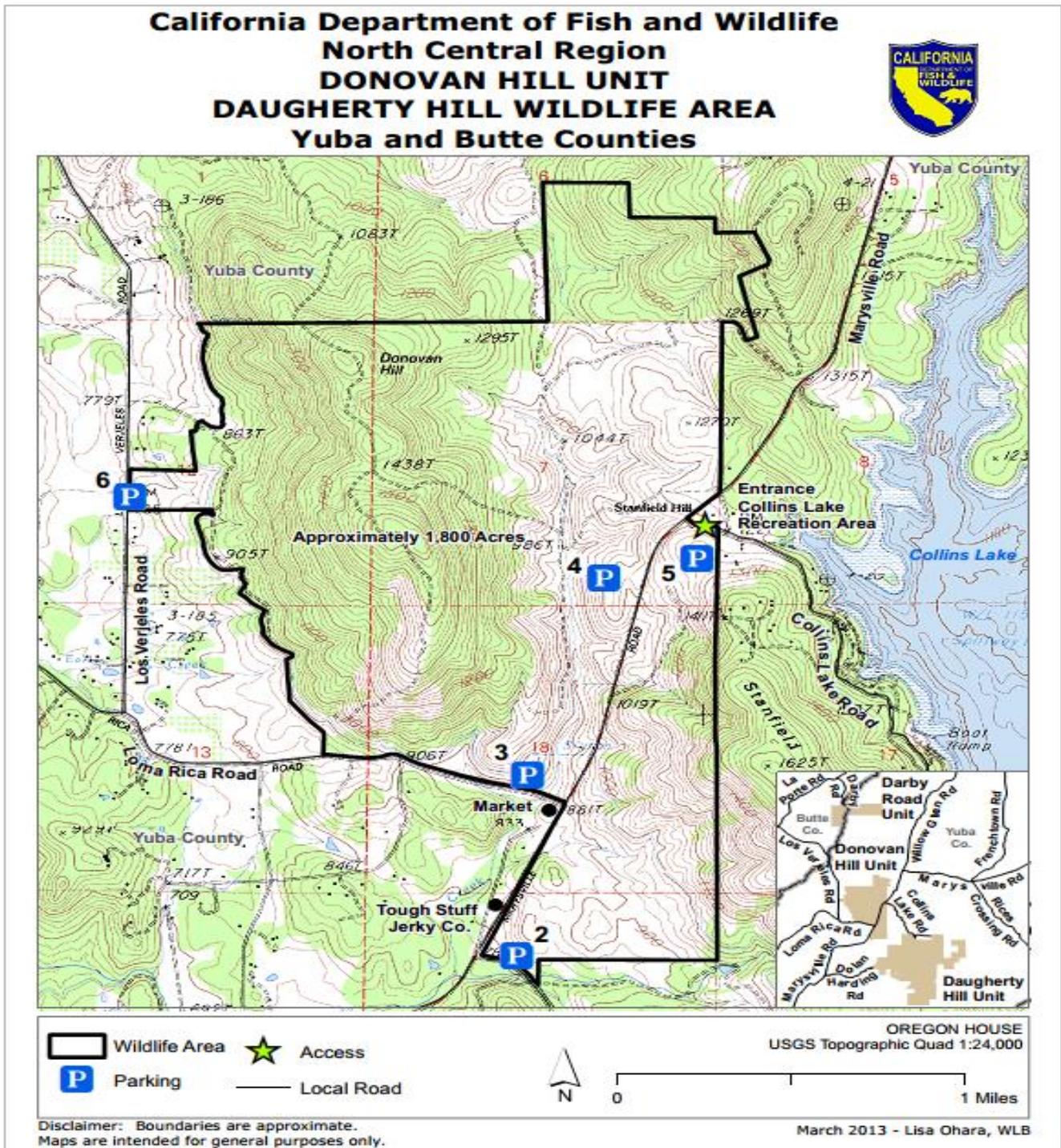
11. Permit Execution and Performance

- a. Activities (including any pre-season preparation work) shall start not sooner than the Commencement Date indicated upon the Permit or upon delivery of a fully signed and executed Permit to the Permittee and CDFW receipt of the first Permit Fee whichever occurs later.
- b. All activities and obligations under the Permit shall be completed on or before the termination date of the Permit.

12. Sample Permit for Excess Vegetation Disposal

This RFP includes, as a separate document, a Sample Permit for Excess Vegetation Disposal (Sample DFW 587) for review. The Sample DFW 587 contains language that the Department expects to utilize for this Permit. Following award of the Permit the Department will prepare a Permit for Excess Vegetation Disposal including exhibits for execution. By submitting a proposal, the successful bidder acknowledges that they have read and understand the provisions of the Permit and agree to sign and return the DFW within ten (10) business days of receipt if awarded.

14. Exhibit A – Map



It is mandatory that you inspect the allotment prior to submitting a proposal.

15. Exhibit A-1: Site Legal Description

WHEN RECORDED MAIL TO:

NORTH STATE TITLE

State of California
Wildlife Conservation Board
Attention: Frank G. Giordano
1807 13th Street, Suite 105
Sacramento, CA 95814-7117

200010631 ¹/₁₈

OFFICIAL RECORDS
RECORDED AT REQUEST OF
NORTH STATE TITLE

2000 OCT 26 AM 10:39

YUBA CO. RECORDER
FRANCES J. FAIREY

FEE no fee

INDEXED

TAX 0
EXEMPT PS
UP. ACOR?
CITY _____

Compared

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX IS EXEMPT PURSUANT TO
R&T CODE SECTION 11922.

Grant Deed

Agency: Department of Fish and Game
Wildlife Conservation Board

Project: Daughery Hill Wildlife Area, Expansion #5
Parcel: Yuba County (Sugarloaf Ranch)

APN'S 44-090-001 NW-110-0-38 004, 44-090-001 444, 170-004
12-27-1234

Land & Cattle Company, LLC, a Limited Liability Company
Sugarloaf Ranch hereby GRANTS to the STATE OF CALIFORNIA the following described
real property in the County of Yuba, State of California:

Described in Exhibit "A" attached hereto and
thereby made a part hereof.

RESERVING UNTO GRANTOR two easements for the
installation and maintenance of irrigation facilities
over the following described property: See
exhibit "B" attached hereto and made a part hereof.

SUGARLOAF LAND & CATTLE COMPANY,
A LIMITED LIABILITY COMPANY

GRANTOR: ~~SUGARLOAF RANCH, LLC~~

Dated: June 28, 2000

By: [Signature]
Stephen M. House
President

By: [Signature]
Robert T. Haney
Vice President

RECORDED AND PAID TO COUNTY OF
YUBA, CALIF. BY [Signature] 2000
Chris B. Carnero

NOTARY PUBLIC
 CHRIS B. CARNERO
COMM. # 2228580
NOTARY PUBLIC-CALIFORNIA
SACRAMENTO COUNTY
COMM. EXP. NOV. 15, 2002

200010631

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EXHIBIT "A"
PARCEL C-1
LEGAL DESCRIPTION
(LANDS TO STATE)

THAT CERTAIN PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF YUBA, UNINCORPORATED AREA, DESCRIBED AS FOLLOWS:

ALL OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE FOLLOWING 8 PARCELS OF LAND:

(A) ALL THAT PORTION LYING WESTERLY OF LOS VERJELES ROAD AS IT EXISTED IN MARCH 5, 1965.

(B) PORTION OF SECTIONS 12 AND 13, DESCRIBED AS BEGINNING AT AN INITIAL POINT, BEING THE SOUTHWEST CORNER OF THE TRACT HEREBY INTENDED TO BE CONVEYED ON THE EAST SIDE OF THE AVENUE RUNNING NORTH AND SOUTH, 1600 FEET, EAST AND 126 FEET, SOUTH OF THE NORTHWEST CORNER OF SECTION 13; THENCE ALONG SAID AVENUE NORTH 1036 FEET, THENCE DUE EAST 663 FEET, THENCE SOUTH 46° 33' EAST 277 FEET, THENCE DUE EAST 395 FEET, TO A POINT ON THE MAIN IRRIGATION DITCH, THENCE SOUTHEAST ALONG THE MEANDER OF SAID DITCH, 700 FEET, THENCE SOUTHWESTERLY 1930 FEET, TO THE POINT OF BEGINNING, AS CONVEYED TO MILDRED F. GOODWIN BY DEED RECORDED APRIL 1, 1916 IN VOLUME 70 OF DEEDS, PAGE 195, YUBA COUNTY RECORDS.

(C) PORTION OF SECTION 12, DESCRIBED AS COMING AT AN INITIAL POINT ON IRRIGATION DITCH, BEING THE NORTHEAST CORNER OF THE TRACT TO BE CONVEYED 2690 FEET EAST AND 3657 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 12; THENCE RUNNING DUE WEST A DISTANCE OF 1090 FEET TO A POINT ON EAST SIDE OF AVENUE OR NORTHWEST CORNER, THENCE RUNNING DUE SOUTH ALONG SAID AVENUE, A DISTANCE OF 356 FEET TO SOUTHWEST CORNER, THENCE DUE EAST A DISTANCE OF 339 FEET TO A POINT IN DRY CREEK BED; THENCE SOUTH 75° EAST A DISTANCE OF 450 FEET ALONG SAID CREEK TO ITS HEAD; THENCE DUE EAST A

Exhibit A-1: Site Legal Description continued

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DISTANCE OF 360 FEET TO IRRIGATION DITCH OR SOUTHEAST CORNER; THENCE ALONG SAID DITCH IN A NORTHERLY DIRECTION, A DISTANCE OF 495 FEET TO THE INITIAL POINT, SAID TRACT AS CONVEYED TO B.S. CRANMER BY DEED RECORDED NOVEMBER 19, 1918 IN VOLUME 72 OF DEEDS, PAGE 280, YUBA COUNTY RECORDS.

(D) PORTION OF SECTION 12, DESCRIBED AS BEGINNING AT AN INITIAL POINT, BEING THE NORTHWEST CORNER OF THE TRACT HEREBY INTENDED TO BE CONVEYED, (ON THE EAST SIDE OF THE AVENUE), 1690 FEET EAST 1596 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH ALONG EAST SIDE OF SAID AVENUE, 526 FEET, THENCE DUE EAST 1015 FEET TO MAIN IRRIGATION DITCH, THENCE NORTH A LONG SAID DITCH 175 FEET, THENCE NORTH 65° WEST 554 FEET; THENCE NORTH 53° WEST 103 FEET; THENCE NORTH 83° WEST 128 FEET, THENCE DUE WEST 355 FEET TO SAID INITIAL POINT OR PLACE OF BEGINNING AS CONVEYED TO R.W. MORSE BY DEED RECORDED JULY 22, 1920 IN VOLUME 76 OF DEEDS, PAGE 451, YUBA COUNTY RECORDS.

(E) PORTION OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 1690 FEET EAST AND 2165.2 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 12, THENCE SOUTH 650.0 FEET, THENCE EAST 1022.0 FEET, THENCE NORTHERLY A DISTANCE OF 619 FEET, MORE OR LESS, TO A POINT THAT IS 926.0 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 926.0 FEET TO SAID POINT OF BEGINNING.

(F) PORTION OF SECTION 12, DESCRIBED AS BEGINNING AT A POINT ON EAST LINE OF CENTER AVENUE IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT BEING 1690 FEET EAST AND 2122 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 12, THENCE EAST 1010 FEET ALONG SOUTH LINE OF THAT CERTAIN PIECE OF LAND THERETOFORE CONVEYED BY LOS VERJEL LAND & WATER COMPANY TO R.W. MORSE AND RECORDED IN VOLUME 76 OF DEEDS, PAGE 451, YUBA COUNTY RECORDS: TO POINT WHICH IS 15 FEET WESTERLY FROM THE CENTER LINE OF THE LOS VERJEL LAND & WATER COMPANY'S CANAL THENCE SOUTHERLY PARALLEL TO AND 15 FEET WESTERLY FROM THE CENTER LINE OF SAID CANAL, A DISTANCE OF 43.2 FEET, THENCE WEST 1011 FEET TO A POINT ON EAST LINE OF THE AFOREMENTIONED AVENUE THENCE NORTHERLY

Exhibit A-1: Site Legal Description continued

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ALONG SAID LINE 43.2 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO R.W. MORSE, BY DEED RECORDED DECEMBER 3, 1931 IN VOLUME 13 OF OFFICIAL RECORDS, PAGE 458, YUBA COUNTY RECORDS.

(G) PORTION OF THE SOUTH ONE-HALF OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWESTERLY CORNER OF SAID SECTION 12 BEARS SOUTH A DISTANCE OF 910 FEET AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 12, A DISTANCE OF 1600 FEET, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO MILLARD F. GOODWIN RECORDED APRIL 1, 1916 IN BOOK 70 OF DEEDS, AT PAGE 195, YUBA COUNTY RECORDS, THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE SAID GOODWIN PARCEL THE FOLLOWING COURSES AND DISTANCES: EAST A DISTANCE OF 665 FEET, SOUTH 46° 30' EAST A DISTANCE OF 277 FEET, AND EAST A DISTANCE OF 395 FEET TO THE NORTHEASTERLY CORNER OF THE SAID GOODWIN PARCEL. SAID POINT BEING ON A MAIN IRRIGATION DITCH; THENCE NORTHWESTERLY ALONG SAID IRRIGATION DITCH TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO B.S. CRANMER, RECORDED NOVEMBER 19, 1918 IN BOOK 72 OF DEEDS, AT PAGE 280, YUBA COUNTY RECORDS; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE SAID CRANMER PARCEL THE FOLLOWING COURSES AND DISTANCES: WEST A DISTANCE OF 360 FEET; NORTH 75° WEST A DISTANCE OF 450 FEET AND WEST A DISTANCE OF 339 FEET TO THE SOUTHWESTERLY CORNER OF THE SAID CRANMER PARCEL; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

(H) PORTION OF SECTION 12 TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS NORTH 87° 11' EAST 1684.9 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, OF SAID TOWNSHIP 17 NORTH, RANGE 5 EAST, WHICH POINT IS IN THE CENTER OF A RAVINE AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DEEDED TO YUBA COUNTY FOR ROAD PURPOSES BY W.R. QUIGLEY ET AL. AND RECORDED MARCH 15, 1940 IN VOLUME 55 OF OFFICIAL RECORDS, AT PAGE 6, YUBA COUNTY RECORDS, AND RUNNING THENCE ALONG THE ABOVE-

Exhibit A-1: Site Legal Description continued

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BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY LINE OF A CERTAIN AVENUE KNOWN AS EAST AVENUE AND THE CENTERLINE OF THAT COUNTY ROAD KNOWN AS LOMA RICA ROAD AS DESCRIBED IN BOOK 507 AT PAGE 256 YUBA COUNTY OFFICIAL RECORDS, THE WEST LINE OF EAST AVENUE BEING DESCRIBED IN INSTRUMENT NUMBER 97-000224 YUBA COUNTY OFFICIAL RECORDS, RECORDED JUNE 10, 1997, AND DELINEATED AS THE EAST LINE OF THE "REMAINDER" AS SHOWN ON PARCEL MAP 79-30 FILED IN BOOK 30 OF MAPS AT PAGE 7; THENCE NORTH 1° 30' WEST ALONG THE EASTERLY LINE OF SAID EAST AVENUE A DISTANCE OF 1586.75 FEET TO THE CENTER OF A RAVINE AS DESCRIBED IN BOOK 7 AT PAGE 201, YUBA COUNTY OFFICIAL RECORDS; THENCE ALONG THE RAVINE NORTH 62° 47' 00" EAST 128.50 FEET; THENCE SOUTH 82° 03' 00" EAST 268.50 FEET; THENCE NORTH 63°02'00" EAST 358.30 FEET; THENCE NORTH 56° 09' 00" EAST 203.06 FEET TO A POINT WHERE THE RAVINE IS 150 FEET MORE OR LESS SOUTHWEST OF THE MAIN IRRIGATION CANAL; THENCE SOUTH 5° 00' 00" EAST 700.00 FEET; THENCE SOUTH 40° 00' 00" EAST 773.64 FEET; THENCE SOUTH 01° 30' 00" EAST 458.85 FEET TO THE CENTERLINE OF LOMA RICA ROAD AS DESCRIBED IN BOOK 507 AT PAGE 256, YUBA COUNTY OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID CENTERLINE OF LOMA RICA ROAD THROUGH A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2000.00 FEET, WITH AN ARC LENGTH OF 98.83 FEET AND A CENTRAL ANGLE OF 2°49'53" AND A CHORD BEARING OF SOUTH 82° 45'56" WEST; THENCE SOUTH 81° 21' 00" WEST, 488.24 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT, WITH A RADIUS OF 4000.00 FEET, WITH AN ARC LENGTH OF 235.68 FEET AND A CENTRAL ANGLE OF 3°22'33"; THENCE CONTINUING ON THE SAME CURVE WITH A RADIUS OF 4000.00 FEET, WITH AN ARC LENGTH OF 312.36 FEET AND A CENTRAL ANGLE OF 4°28'27"; THENCE SOUTH 89° 12' 00" WEST A DISTANCE OF 270.51 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 52° 32' 46" WEST BETWEEN FOUND MONUMENTS, SAID MONUMENTS BEING A 3/4" IRON PIPE AT THE SOUTHEAST CORNER OF PARCEL 2, AND A 2-1/2" BRASS TOPPER AT THE NORTHWEST CORNER OF PARCEL 1, IN THE CENTER OF LOMA RICA ROAD, AS SHOWN ON PARCEL MAP 85-18 FILED IN BOOK 42 OF MAPS AT PAGE 30, YUBA COUNTY OFFICIAL RECORDS.

TOGETHER WITH THE SOUTH HALF OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN. EXCEPTING THAT PORTION LYING NORTHERLY

Exhibit A-1: Site Legal Description continued

Exhibit A

PARCEL NO. 1:
ALL OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND
MERIDIAN

EXCEPTING THEREFROM THE FOLLOWING:

(A) ALL THAT PORTION LYING WESTERLY OF LOS VERJELES ROAD AS IT EXISTED IN
MARCH 5, 1965.

(B) PORTION OF SECTIONS 12 AND 13, DESCRIBED AS BEGINNING AT AN INITIAL
POINT, BEING THE SOUTHWEST CORNER OF THE TRACT HEREBY INTENDED TO BE
CONVEYED ON THE EAST SIDE OF THE AVENUE RUNNING NORTH AND SOUTH, 1600
FEET, EAST AND 126 FEET, SOUTH OF THE NORTHWEST CORNER OF SECTION 13;
THENCE ALONG SAID AVENUE NORTH 1036 FEET, THENCE DUE EAST 665 FEET,
THENCE SOUTH 45° 33' EAST 277 FEET, THENCE DUE EAST 395 FEET, TO A POINT ON
THE MAIN IRRIGATION DITCH, THENCE SOUTHEAST ALONG THE MEANDER OF SAID
DITCH, 700 FEET, THENCE SOUTHWESTERLY 1930 FEET, TO THE POINT OF BEGINNING,
AS CONVEYED TO MILDRED F. GOODWIN BY DEED APRIL 1, 1916 IN VOLUME 70 OF
DEEDS, PAGE 195, YUBA COUNTY RECORDS.

(C) PORTION OF SECTION 12, DESCRIBED AS COMMENCING AT AN INITIAL POINT ON
IRRIGATION DITCH, BEING THE NORTHEAST CORNER OF THE TRACT TO BE
CONVEYED 2690 FEET EAST, AND 3657 FEET SOUTH OF THE NORTHWEST CORNER OF
SAID SECTION 12, THENCE RUNNING DUE WEST A DISTANCE OF 1090 FEET TO A POINT
ON EAST SIDE OF AVENUE OR NORTHWEST CORNER, THENCE RUNNING DUE SOUTH
ALONG SAID AVENUE, A DISTANCE OF 356 FEET TO SOUTHWEST CORNER, THENCE
DUE EAST A DISTANCE OF 339 FEET TO A POINT IN DRY CREEK BED; THENCE SOUTH
75° EAST A DISTANCE OF 450 FEET ALONG SAID CREEK TO ITS HEAD; THENCE DUE
EAST A DISTANCE OF 360 FEET TO IRRIGATION DITCH OR SOUTHEAST CORNER;
THENCE ALONG SAID DITCH IN A NORTHERLY DIRECTION, A DISTANCE OF 495 FEET
TO THE INITIAL POINT, AS CONVEYED TO B. S. CRANMER BY DEED RECORDED
NOVEMBER 19, 1918 IN VOLUME 72 OF DEEDS, PAGE 280, YUBA COUNTY RECORDS.

(D) PORTION OF SECTION 12, DESCRIBED AS BEGINNING AT AN INITIAL POINT, BEING
THE NORTHWEST CORNER OF THE TRACT HEREBY INTENDED TO BE CONVEYED, (ON
THE EAST SIDE OF THE AVENUE), 1690 FEET EAST 1596 FEET SOUTH OF THE
NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH ALONG EAST SIDE OF
SAID AVENUE 526 FEET, THENCE DUE EAST 1015 FEET TO MAIN IRRIGATION DITCH,
THENCE NORTH ALONG SAID DITCH 175 FEET, THENCE NORTH 65° WEST 554 FEET;
THENCE NORTH 53° WEST 103 FEET; THENCE NORTH 83° WEST 125 FEET, THENCE DUE
WEST 355 FEET TO SAID INITIAL POINT OR PLACE OF BEGINNING, AS CONVEYED TO
R.W. MORSE BY DEED RECORDED JULY 22, 1920 IN VOLUME 76 OF DEEDS, PAGE 451,
YUBA COUNTY RECORDS.

(E) PORTION OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO
BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Exhibit A-1: Site Legal Description continued

BEGINNING AT A POINT THAT IS 1690 FEET EAST AND 2165.2 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 12, THENCE SOUTH 650.0 FEET, THENCE EAST 1022.0 FEET, THENCE NORTHERLY A DISTANCE OF 619 FEET, MORE OR LESS, TO A POINT THAT IS 926.0 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 926.0 FEET TO SAID POINT OF BEGINNING.

(F) PORTION OF SECTION 12, DESCRIBED AS BEGINNING AT A POINT ON EAST LINE OF CENTER AVENUE IN NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, SAID POINT BEING 1690 FEET EAST AND 2122 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 12, THENCE EAST 1010 FEET ALONG SOUTH LINE OF THAT CERTAIN PIECE OF LAND THERETOFORE CONVEYED BY LOS VERJEL LAND & WATER COMPANY TO R. W. MORSE AND RECORDED IN VOLUME 76 OF DEEDS, PAGE 451, YUBA COUNTY RECORDS; TO POINT WHICH IS 15 FEET WESTERLY FROM THE CENTER LINE OF THE LOS VERJEL LAND & WATER COMPANY'S CANAL; THENCE SOUTHERLY PARALLEL TO AND 15 FEET WESTERLY FROM THE CENTER LINE OF SAID CANAL, A DISTANCE OF 43.2 FEET, THENCE WEST 1011 FEET TO A POINT ON EAST LINE OF THE AFOREMENTIONED AVENUE, THENCE NORTHERLY ALONG SAID LINE 43.2 FEET TO THE POINT OF BEGINNING, AS CONVEYED TO R. W. MORSE, BY DEED RECORDED DECEMBER 3, 1931 IN VOLUME 13 OF OFFICIAL RECORDS, PAGE 458, YUBA COUNTY RECORDS.

(G) PORTION OF THE SOUTH ONE-HALF OF SECTION 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE SOUTHWESTERLY CORNER OF SAID SECTION 12 BEARS SOUTH A DISTANCE OF 910 FEET AND WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 12, A DISTANCE OF 1600 FEET, SAID POINT BEING THE NORTHWESTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO MILLARD F. GOODWIN, RECORDED APRIL 1, 1916 IN BOOK 70 OF DEEDS, AT PAGE 195, YUBA COUNTY RECORDS, THENCE EASTERLY ALONG THE NORTHERLY LINE OF THE SAID GOODWIN PARCEL THE FOLLOWING COURSES AND DISTANCES: EAST A DISTANCE OF 665 FEET; SOUTH 46° 30' EAST A DISTANCE OF 277 FEET, AND EAST A DISTANCE OF 395 FEET TO THE NORTHEASTERLY CORNER OF THE SAID GOODWIN PARCEL, SAID POINT BEING ON A MAIN IRRIGATION DITCH; THENCE NORTHWESTERLY ALONG SAID IRRIGATION DITCH TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO B.S. CRANMER, RECORDED NOVEMBER 19, 1918 IN BOOK 72 OF DEEDS, AT PAGE 280, YUBA COUNTY RECORDS; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF THE SAID CRANMER PARCEL THE FOLLOWING COURSES AND DISTANCES: WEST A DISTANCE OF 360 FEET; NORTH 75° WEST A DISTANCE OF 450 FEET AND WEST A DISTANCE OF 339 FEET TO THE SOUTHWESTERLY CORNER OF THE SAID CRANMER PARCEL; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

(H) PORTION OF SECTION 12 TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS NORTH 87° 11' EAST 1684.9 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, OF SAID TOWNSHIP 17 NORTH, RANGE 5 EAST, WHICH POINT IS IN THE CENTER OF A RAVINE AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DEEDED TO YUBA COUNTY FOR ROAD PURPOSES BY W. R. QUIGLEY ET AL, AND RECORDED MARCH 15, 1940 IN VOLUME 55 OF OFFICIAL

Exhibit A-1: Site Legal Description continued

RECORDS, AT PAGE 6, YUBA COUNTY RECORDS, AND RUNNING THENCE ALONG THE ABOVE-MENTIONED RAVINE SOUTH 55° 28' EAST 113.4 FEET; THENCE SOUTH 74° 47' EAST 136.4 FEET; THENCE NORTH 89° 45' EAST 70.5 FEET; THENCE NORTH 46° 46' EAST 113.5 FEET THENCE NORTH 84° 34' EAST 155.9 FEET; THENCE SOUTH 64° 25' EAST 103.6 FEET; THENCE SOUTH 82° 44' EAST 90.1 FEET; THENCE SOUTH 56° 07' EAST 50.6 FEET; THENCE NORTH 81° 44' EAST 167.2 FEET TO A POINT 6.0 FEET WESTERLY FROM A IRRIGATION CANAL; THENCE EAST TO A POINT 100 FEET EAST OF THE IRRIGATION CANAL; THENCE SOUTHERLY AND PARALLEL TO THE IRRIGATION CANAL TO A POINT 100 FEET EAST OF THE IRRIGATION CANAL SAID POINT ALSO BEING 2805 FEET EAST AND 2122 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 12; THENCE WEST 100' TO SAID IRRIGATION CANAL AND THAT PROPERTY CONVEYED TO R. W. MORSE BY DEED RECORDED JULY 22, 1920 IN VOLUME 76 OF DEEDS PAGE 451, YUBA COUNTY RECORDS; THENCE NORTH ALONG SAID IRRIGATION CANAL 175 FEET; THENCE NORTH 65° WEST 554 FEET; THENCE NORTH 53° WEST 103 FEET; THENCE NORTH 83° WEST 128 FEET; THENCE DUE WEST 355 FEET TO THE EAST SIDE OF THE COUNTY ROAD KNOWN AS LAS VERJELES ROAD; THENCE NORTH ALONG THE EAST SIDE OF THE COUNTY ROAD TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF EAST HALF OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTHERLY OF LOMA RICA ROAD.

EXCEPT THOSE PORTIONS THEREOF LYING WESTERLY OF THE EASTERLY LINE OF THE "REMAINDER" PARCEL SHOWN ON PARCEL MAP NO. 79-30 FILED AUGUST 7, 1979 IN BOOK 30 OF MAPS, PAGE 7, AND DOCUMENT NO. 97-000224 YUBA COUNTY RECORDS; LYING WESTERLY AND NORTHERLY OF THE SOUTHERLY AND EASTERLY LINES OF THE LAND DESCRIBED IN THE DEED TO CARL LIND RECORDED NOVEMBER 29, 1929 IN BOOK 7 OF OFFICIAL RECORDS, PAGE 201, YUBA COUNTY RECORDS AND LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO ALFRED NEIGHBORS RECORDED JANUARY 21, 1929 IN BOOK 5 OF OFFICIAL RECORDS, PAGE 242, YUBA COUNTY RECORDS.

ALSO EXCEPT: THAT PORTION OF THE EAST HALF OF SECTION 13, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN LYING NORTHERLY OF LOMA RICA ROAD AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY LINE OF A CERTAIN AVENUE KNOWN AS EAST AVENUE AND THE CENTERLINE OF THAT COUNTY ROAD KNOWN AS LOMA RICA ROAD AS DESCRIBED IN BOOK 507 AT PAGE 256 YUBA COUNTY OFFICIAL RECORDS, THE WEST LINE OF EAST AVENUE BEING DESCRIBED IN INSTRUMENT NUMBER 97-000224 YUBA COUNTY OFFICIAL RECORDS, RECORDED JUNE 10, 1997, AND DELINEATED AS THE EAST LINE OF THE "REMAINDER" AS SHOWN ON PARCEL MAP 79-30 FILED IN BOOK 30 OF MAPS AT PAGE 7; THENCE NORTH 1° 30' WEST ALONG THE EASTERLY LINE OF SAID EAST AVENUE A DISTANCE OF 1586.75 FEET TO THE CENTER OF A RAVINE AS DESCRIBED IN BOOK 7 AT PAGE 201, YUBA COUNTY OFFICIAL RECORDS; THENCE ALONG THE RAVINE NORTH 62° 47' 00" EAST 128.50 FEET; THENCE SOUTH 82° 03' 00" EAST 268.50 FEET; THENCE NORTH 63° 02' 00" EAST 358.30 FEET; THENCE NORTH 56° 09' 00" EAST 203.06 FEET TO A POINT WHERE THE RAVINE IS 150 FEET MORE OR LESS SOUTHWEST OF THE MAIN IRRIGATION CANAL; THENCE SOUTH 5° 00' 00" EAST 700.60 FEET; THENCE SOUTH 40° 00' 00" EAST 773.64 FEET; THENCE SOUTH 01° 30' 00" EAST 458.85 FEET TO THE CENTERLINE OF LOMA

Exhibit A-1: Site Legal Description continued

LOMA RICA ROAD AS DESCRIBED IN BOOK 507 AT PAGE 256, YUBA COUNTY OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID CENTERLINE OF LOMA RICA ROAD THROUGH A NON-TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2000.00 FEET, WITH AN ARC LENGTH OF 58.83 FEET AND A CENTRAL ANGLE OF 2° 49' 53" AND A CHORD BEARING OF SOUTH 82° 45' 56" WEST; THENCE SOUTH 81° 21' 00" WEST 488.24 FEET; THENCE THROUGH A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 4000.00 FEET, WITH AN ARC LENGTH OF 235.68 FEET AND A CENTRAL ANGLE OF 3° 22' 33"; THENCE CONTINUING ON THE SAME CURVE WITH A RADIUS OF 4000.00 FEET, WITH AN ARC LENGTH OF 312.36 FEET AND A CENTRAL ANGLE OF 4° 28' 27"; THENCE SOUTH 89° 12' 00" WEST A DISTANCE OF 270.51 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARINGS FOR THE DESCRIPTION IS NORTH 52° 32' 46" WEST BETWEEN FOUND MONUMENTS, SAID MONUMENTS BEING A 3/4" IRON PIPE AT THE SOUTHEAST CORNER OF PARCEL 1, AND A 2-1/2" BRASS TOPPER AT THE NORTHWEST CORNER OF PARCEL 1, IN THE CENTER OF LOMA RICA ROAD, AS SHOWN ON PARCEL MAP 85-18 FILED IN BOOK 42 OF MAPS AT PAGE 30, YUBA COUNTY OFFICIAL RECORDS.

TOGETHER WITH SOUTH HALF OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, EXCEPTING THAT PORTION LYING NORTHERLY OF MARYSVILLE ROAD AND EASTERLY OF THE WILLOW GLENN ROAD AS IT EXISTED APRIL 18, 1962.

TOGETHER WITH SECTION 18, TOWNSHIP 17 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPT THAT PORTION OF SAID SECTION 18, LYING WESTERLY OF THE EASTERLY LINE OF THE NEW MARYSVILLE-LAPORTE ROAD AND SOUTHERLY OF THE LOMA RICA ROAD.

TOGETHER WITH EAST HALF OF NORTHWEST QUARTER AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN

EXCEPT THAT PORTION OF EAST HALF OF NORTHWEST QUARTER OF SAID SECTION, LYING WESTERLY OF THE EASTERLY LINE OF MARYSVILLE-LAPORTE ROAD AND SOUTHERLY OF THE CENTERLINE OF DOLAN HARDING ROAD.

ALSO TOGETHER WITH THE NORTH ONE HALF OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN

THE ABOVE DESCRIBED PARCELS ARE CONSIDERED A SINGLE PARCEL IN COMPLIANCE WITH THE APPROVAL OF THE YUBA COUNTY LOT LINE ADJUSTMENT #2000-23 RECORDED ON 10-25-00, AT DOCUMENT #200010599, OFFICIAL RECORDS OF YUBA COUNTY. THIS DESCRIPTION IS PREPARED FOR YUBA COUNTY LOT LINE ADJUSTMENT #2000-23.

EASEMENT

PARCEL NO. 2:

Exhibit A-1: Site Legal Description continued

ALL OF SECTION 1, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPTING THEREFROM THE FOLLOWING 4 PARCELS OF LAND :

(A) PORTION OF SECTION 1, DESCRIBED AS COMMENCING AT THE ONE-QUARTER CORNER COMMON TO SECTIONS 1 AND 2, TOWNSHIP 17 NORTH, RANGE 5 EAST, M.D.B & M., AND RUNNING THENCE NORTH ON THE SECTION LINE 242 FEET, THENCE NORTH 84° 40' EAST 45 FEET TO EASTERLY SIDE OF ROADWAY AND THE POINT OF BEGINNING OF SAID TRACT, THENCE NORTH 84° 40' EAST 776 FEET TO DITCH LINE, THENCE SOUTH 36° EAST 110 FEET, THENCE SOUTH 27° 17' WEST 1061.5 FEET TO EASTERLY SIDE OF ROADWAY, THENCE NORTH 40° 46' WEST 490 FEET ALONG EASTERLY SIDE OF ROADWAY, THENCE NORTH 3° WEST 590 FEET, ALONG THE EASTERLY SIDE OF ROADWAY TO POINT OF BEGINNING, AS CONVEYED TO S. F. KELLEY BY DEED RECORDED JUNE 24, 1915 IN VOLUME 68 OF DEEDS, PAGE 327, YUBA COUNTY RECORDS.

(B) PORTION OF SECTIONS 1, 2, AND 12, DESCRIBED AS COMMENCING AT STAKE IN EAST LINE OF COUNTY ROAD, FROM WHICH THE CORNER OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, BEARS SOUTH 1° 42' WEST 660.2 FEET; THENCE ALONG CENTER LINE OF A CERTAIN RAVINE ON THE FOLLOWING COURSES:

NORTH 61° 15' EAST 112 FEET; THENCE SOUTH 87° 30' EAST 147 FEET; THENCE NORTH 61° 30' EAST 91 FEET; THENCE NORTH 81° 00' EAST 91 FEET; THENCE NORTH 46° 00' EAST 95 FEET; THENCE SOUTH 79° 15' EAST 100 FEET; THENCE SOUTH 53° 30' EAST 65 FEET; THENCE SOUTH 23° 45' EAST 63 FEET; THENCE SOUTH 54° 30' EAST 110 FEET; THENCE SOUTH 33° 30' EAST 40 FEET; THENCE SOUTH 81° 00' EAST 250 FEET; THENCE SOUTH 37° 30' EAST 140 FEET; THENCE SOUTH 21° 30' EAST 104 FEET; THENCE SOUTH 73° 00' EAST 145 FEET; THENCE SOUTH 50° 15' EAST 220 FEET; THENCE SOUTH 87° 00' EAST 77 FEET; THENCE SOUTH 49° 45' EAST 40 FEET; THENCE SOUTH 75° 45' EAST 68 FEET, TO A STAKE IN SAID CENTER OF LINE OF SAID RAVINE, AT CORNER OF LANDS OF ONE QUIGLEY; THENCE ALONG SAID QUIGLEY'S WEST BOUNDARY, NORTH 906 FEET TO A POINT IN CENTER LINE OF RAVINE; THENCE ALONG CENTER LINE OF SAID RAVINE ON THE FOLLOWING COURSES: NORTH 49° 00' EAST 170 FEET; THENCE NORTH 54° 00' EAST 115 FEET; THENCE NORTH 64° 30' EAST 185 FEET; THENCE NORTH 77° 30' EAST 48 FEET; THENCE NORTH 71° 30' EAST 96 FEET; THENCE NORTH 77° 00' EAST 185 FEET; THENCE NORTH 30° 00' WEST ALONG CENTER LINE OF MAIN DITCH 204 FEET; THENCE CONTINUING ALONG CENTER LINE OF SAID DITCH NORTH 19° 00' WEST 160 FEET; THENCE SOUTH 52° 45' WEST 175 FEET TO HEAD OF RAVINE; THENCE ALONG CENTER LINE OF SAID RAVINE, ON FOLLOWING COURSES, SOUTH 88° 00' WEST 96 FEET; THENCE SOUTH 74° 30' WEST 65 FEET; THENCE NORTH 71° 30' WEST 70 FEET; THENCE SOUTH 39° 30' WEST 167 FEET; THENCE SOUTH 63° 00' WEST 114 FEET; THENCE SOUTH 49° 00' WEST 78 FEET; THENCE SOUTH 41° 30' WEST 110 FEET; THENCE SOUTH 77° 00' WEST 90 FEET; THENCE SOUTH 82° 00' WEST 95 FEET TO A STAKE; THENCE LEAVING RAVINE, NORTH 40° 30' WEST 602 FEET TO AN OAK TREE IN CENTER LINE OF RAVINE; THENCE ALONG CENTER LINE OF RAVINE ON FOLLOWING COURSES: SOUTH 32° 45' WEST 130 FEET; THENCE SOUTH 63° 30' WEST 103 FEET; THENCE NORTH 70° 30' WEST 155 FEET; THENCE NORTH 73° 30' WEST 106 FEET TO OAK STUMP AT

Exhibit A-1: Site Legal Description continued

RIGHT ANGLE IN OLD ROAD; THENCE ALONG CENTER LINE OF OLD ROAD SOUTH 84° 30' WEST 115 FEET TO STAKE IN EASTERLY LINE OF THE COUNTY ROAD THENCE ALONG SAID EASTERLY LINE OF SAID COUNTY ROAD, ON THE FOLLOWING COURSES:

SOUTH 61° 00' WEST 93 FEET; THENCE SOUTH 69° 00' WEST 215 FEET; THENCE SOUTH 39° 15' WEST 185 FEET; THENCE SOUTH 10° 15' WEST 115 FEET; THENCE SOUTH 1° 00' EAST 646 FEET TO THE PLACE OF BEGINNING.

(C) AN IRREGULAR TRACT OF LAND IN SECTIONS 1 AND 12, OF TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS NORTH 87° 11' EAST 1684.9 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, OF SAID TOWNSHIP 17 NORTH, RANGE 5 EAST, WHICH POINT IS IN THE CENTER OF A RAVINE AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DEEDED TO YUBA COUNTY FOR ROAD PURPOSES BY W.R. QUIGLEY ET AL, AND RECORDED MARCH 15, 1940 IN VOLUME 55 OF OFFICIAL RECORDS, AT PAGE 6, YUBA COUNTY RECORDS, AND RUNNING THENCE ALONG THE ABOVE-MENTIONED RAVINE SOUTH 55° 28' EAST 113.4 FEET; THENCE SOUTH 74° 47' EAST 136.4 FEET; THENCE NORTH 89° 45' EAST 70.5 FEET; THENCE NORTH 46° 46' EAST 113.5 FEET; THENCE NORTH 84° 34' EAST 155.9 FEET; THENCE SOUTH 64° 25' EAST 103.6 FEET; THENCE SOUTH 82° 44' EAST 90.1 FEET; THENCE SOUTH 56° 07' EAST 50.6 FEET; THENCE NORTH 51° 44' EAST 167.2 FEET TO A POINT 6.0 FEET WESTERLY FROM AN IRRIGATION CANAL; THENCE PARALLEL WITH AND 6.0 FEET FROM THE SAID CANAL, NORTH 21° 27' WEST 58.4 FEET; THENCE NORTH 22° 15' WEST 337.1 FEET; THENCE NORTH 7° 24' WEST 88.5 FEET; THENCE NORTH 0° 22' WEST 318.0 FEET; THENCE NORTH 28° 09' EAST 33.9 FEET; THENCE NORTH 29° 49' WEST 60.7 FEET; THENCE NORTH 8° 31' WEST 100.6 FEET; THENCE NORTH 17° 04' EAST 64.8 FEET; THENCE NORTH 33° 44' WEST 80.0 FEET; THENCE NORTH 13° 13' EAST 17.1 FEET; THENCE NORTH 46° 02' WEST 58.6 FEET; THENCE NORTH 6° 21' EAST 63.3 FEET; THENCE NORTH 54° 08' WEST 57.9 FEET; THENCE NORTH 14° 19' WEST 59.0 FEET; THENCE NORTH 16° 28' WEST 54.3 FEET TO THE CENTER OF A RAVINE; THENCE LEAVING SAID CANAL AND FOLLOWING SAID RAVINE SOUTH 74° 58' WEST 138.9 FEET; THENCE SOUTH 80° 11' WEST 112.5 FEET; THENCE SOUTH 62° 48' WEST 272.4 FEET; THENCE SOUTH 55° 46' WEST 152.9 FEET; THENCE SOUTH 34° 21' WEST 51.2 FEET; THENCE SOUTH 51° 15' WEST 7.6 FEET TO THE NORTHEAST CORNER OF THE ABOVEMENTIONED TRACT CONVEYED TO YUBA COUNTY; THENCE SOUTH 1° 16' EAST 965.3 FEET ALONG THE EASTERLY LINE OF THE LAST MENTIONED TRACT TO THE POINT OF BEGINNING.

(D) ALL THAT PORTION THEREOF LYING SOUTHWESTERLY OF THE COUNTY ROAD KNOWN AS LOS VERJELES ROAD.

TOGETHER WITH ALL THAT PORTION OF LOT 1 AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING EAST OF LOS VERJELES ROAD, AS IT APPEARS ON MAP OF RECORD OF SURVEY, FILED IN MAP BOOK 6, PAGE 16, YUBA COUNTY RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 2, AS SHOWN ON SAID MAP, THENCE SOUTH 84° 22' 50" WEST ALONG THE NORTH LINE OF SECTION 2 A DISTANCE

Exhibit A-1: Site Legal Description continued

OF 1056.78 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE CENTERLINE OF LOS VERJELES ROAD; THENCE SOUTHEASTERLY ALONG THE CENTERLINE OF SAID ROAD, A DISTANCE OF 2490 FEET, MORE OR LESS, TO ITS INTERSECTION WITH THE EAST LINE OF SECTION 2; THENCE NORTH 4° 41' 03" EAST ALONG SAID EAST LINE OF SECTION 2 A DISTANCE OF 2483 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH WEST HALF AND THE WEST HALF OF NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN

ALSO TOGETHER WITH PORTIONS OF SECTION 12 TOWNSHIP 17 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS NORTH 87° 11' EAST 1684.9 FEET FROM THE SOUTHWEST CORNER OF SECTION 1, OF SAID TOWNSHIP 17 NORTH, RANGE 5 EAST, WHICH POINT IS IN THE CENTER OF A RAVINE AT THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND DEEDED TO YUBA COUNTY FOR ROAD PURPOSES BY W. R. QUIGLEY, ET AL, AND RECORDED MARCH 15, 1940 IN VOLUME 55 OF OFFICIAL RECORDS, AT PAGE 6, YUBA COUNTY RECORDS, AND RUNNING THENCE ALONG THE ABOVE MENTIONED RAVINE SOUTH 53° 28' EAST 113.4 FEET; THENCE SOUTH 74° 47' EAST 136.4 FEET; THENCE NORTH 89° 45' EAST 70.5 FEET; THENCE NORTH 46° 46' EAST 113.5 FEET; THENCE NORTH 84° 34' EAST 155.9 FEET; THENCE SOUTH 64° 25' EAST 103.6 FEET; THENCE SOUTH 82° 44' EAST 90.1 FEET; THENCE SOUTH 56° 07' EAST 50.6 FEET; THENCE NORTH 81° 44' 167.2 FEET TO A POINT 6.0 FEET WESTERLY FROM A IRRIGATION CANAL; THENCE EAST TO A POINT 100 FEET EAST OF THE IRRIGATION CANAL; THENCE SOUTHERLY AND PARALLEL TO THE IRRIGATION CANAL TO A POINT 100 FEET EAST OF THE IRRIGATION CANAL, SAID POINT ALSO BEING 2805 FEET EAST AND 2122 FEET SOUTH OF THE NORTHWEST CORNER OF SECTION 12; THENCE WEST 100 FEET TO SAID IRRIGATION CANAL AND THE EASTERLY BOUNDARY OF THAT CERTAIN PROPERTY CONVEYED TO R. W. MORSE BY DEED RECORDED July 21, 1920 IN VOLUME 76 OF DEED PAGE 451, YUBA COUNTY RECORDS; THENCE NORTH ALONG SAID IRRIGATION CANAL 175 FEET TO THE NORTHEAST CORNER OF SAID MORSE PARCEL; THENCE ALONG THE NORTHERLY BOUNDARY OF SAID MORSE PARCEL, NORTH 65° WEST 554 FEET; THENCE NORTH 53° WEST 103 FEET; THENCE NORTH 83° WEST 128 FEET; THENCE DUE WEST 375 FEET TO THE CENTERLINE OF THE COUNTY ROAD KNOWN AS LAS VERJELES ROAD; THENCE NORTH ALONG THE SAID CENTERLINE OF THE COUNTY ROAD TO THE POINT OF BEGINNING.

ALSO TOGETHER WITH ALL OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF THE BANGOR-STANFIELD HILL ROAD WITH THE WEST LINE OF SAID SECTION 36, SAID POINT BEING NORTH 0° 13' WEST 38.5 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE FOLLOWING THE CENTERLINE OF SAID ROAD ALONG THE FOLLOWING COURSES AND DISTANCES: NORTH 51° 37' EAST 75.8 FEET; NORTH 71° 18' EAST 234.4 FEET; NORTH 79° 17' EAST 138.2 FEET; NORTH 12° 55' EAST 297.0 FEET; NORTH 9° 07' EAST 145.2 FEET; NORTH 25° 50' WEST 183.0 FEET; NORTH 49° 48' EAST 210.1 FEET; NORTH 58° 24' EAST 281.3 FEET; NORTH 36° 02' WEST 21.9 FEET TO INTERSECTION WITH CENTERLINE

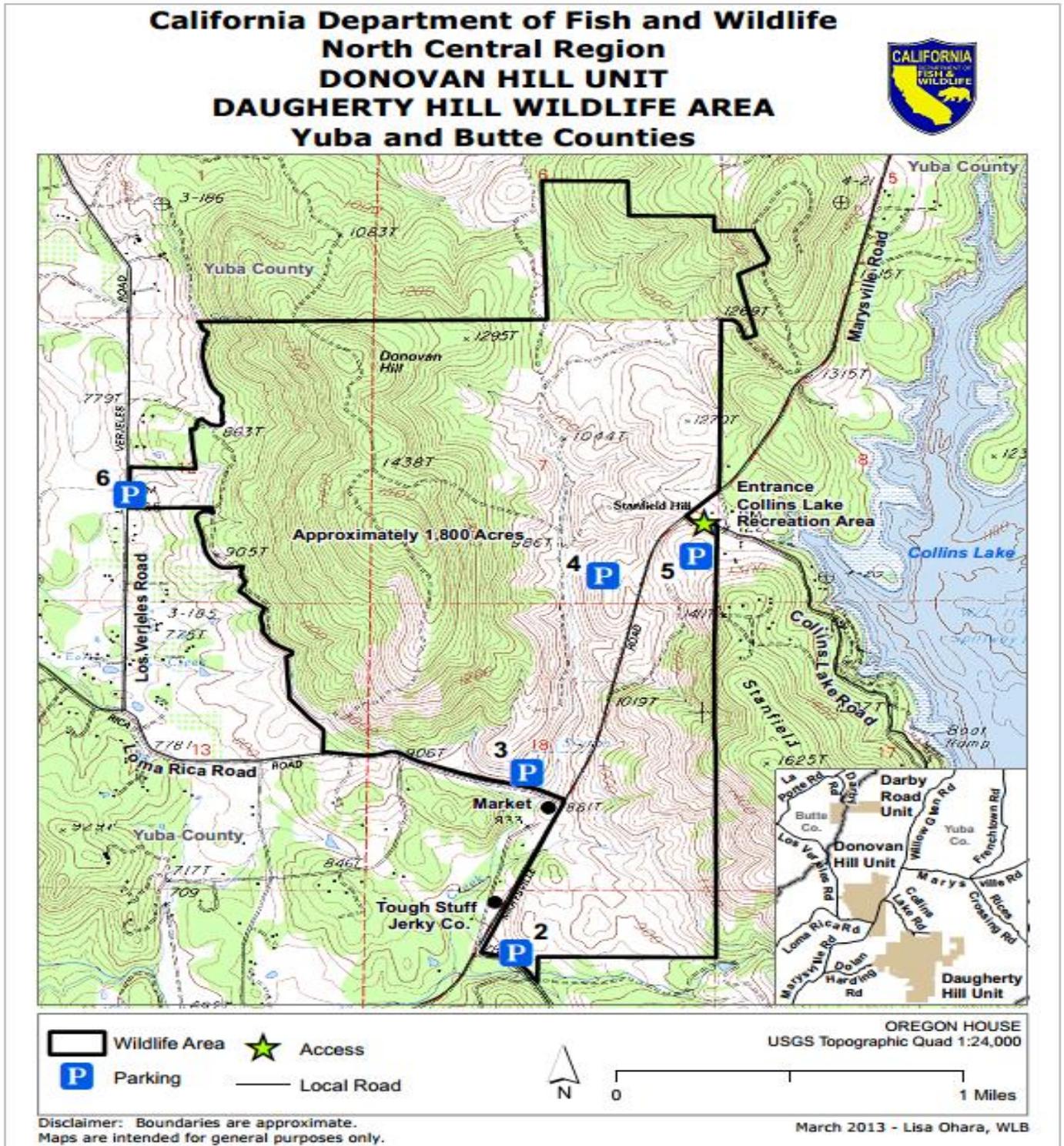
Exhibit A-1: Site Legal Description continued

OF OLD BANGOR-STANFIELD HILL ROAD; THENCE ALONG CENTER LINE OF BANGOR-STANFIELD HILL ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH 31° 08' WEST 235.2 FEET; NORTH 45° 47' WEST 127.3 FEET; NORTH 17° 41' WEST 247.5 FEET; NORTH 26° 38' WEST 202.8 FEET; NORTH 16° 49' WEST 94.1 FEET; NORTH 34° 34' WEST 165.1 FEET; NORTH 42° 58' WEST 180.4 FEET; NORTH 57° 39' WEST 105.3 FEET TO INTERSECTION WITH WEST BOUNDARY OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 5 EAST, MOUNT DIABLO BASE AND MERIDIAN, THENCE SOUTH 00° 13' EAST ALONG SAID WEST BOUNDARY A DISTANCE OF 2601.6 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH WEST HALF AND THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN.

THE ABOVE DESCRIBED PARCELS ARE CONSIDERED A SINGLE PARCEL IN COMPLIANCE WITH THE APPROVAL OF THE YUBA COUNTY LOT LINE ADJUSTMENT #2000-23 RECORDED ON 10-25-00, AT DOCUMENT #200010599, OFFICIAL RECORDS OF YUBA COUNTY. THIS DESCRIPTION IS PREPARED FOR YUBA COUNTY LOT LINE ADJUSTMENT #2000-23.

Exhibit A-2: Meeting spot for mandatory site inspection



Meeting location will be at parking lot number 6.

16. Exhibit B: Site Operation Plan

Site Description

The Donovan Hill Unit (DHU) consists of two pastures the Donovan Hill and Stanfield Hill pasture. Donovan Hill is approximately 1,300 acre and Stanfield Hill is approximately 350 acres. The Donovan Unit is part of the Daugherty Hill Wildlife Area (DHWA, Figs 1 & 2). This property is located in Yuba County about 17 miles east of Marysville near Collins Lake. The California Department of Fish & Wildlife (CDFW) operates this area as a Type C area open for many public recreational activities.

Habitat Type

Mixed oak woodlands are found in valleys and on gentle to steep slopes with moderately deep soils. Introduced annual grasses are the common herbaceous plant species in this habitat and are found as an understory component of the mixed oak habitat types and not as a dominant feature. These include wild oats (*Avena fatua*), soft brome (*Bromus hordeaceus*), ripgut brome (*Bromus diandrus*), red brome (*bromus madritensis*), wild barley (*Hordeum leporinum*), and foxtail fescue (*Setaria spp.*). Common forbs include broadleaf filaree (*Erodium moschatum*), redstem filaree (*Erodium cicutarium*), turkey mullein (*Eremocarpus setigerus*), true clovers (*Trifolium*), bur clover (*Medicago polymorpha*), popcorn flower (*Plagiobothrys spp.*), and many others. Mixed oak woodlands are typically dominated by more than two oak species. Typical oak species include blue oak (*Quercus douglasii*), interior oak (*Quercus agrifolia*), valley oak (*Quercus lobata*), and black oak (*Quercus kelloggii*), the Typical associated tree species include California buckeye (*Aesculus californica*), and foothill pine (*Pinus sabiniana*). Typical associated shrub species include poison oak (*Toxicodendron radicans*), and coffeeberry (*Frangula californica*).

At Donovan and Stanfield Hill pastures, mixed oak woodland consists of different mixes of all four oak species mentioned above. Riparian habitat is present at Donovan and Stanfield Hill and can be seen as narrow strips of lush green habitat found along naturally occurring watercourses as well as man-made irrigation ditches. Riparian habitat makes up less than 5 percent of the land coverage.

The area burned in 2017, and the boundary fence has been repaired or replaced over the last two years where it was damaged. Additionally, many burned trees have been removed from the fence line and interior roads. However, we anticipate that additional clearing will be needed and may generate more fence maintenance than is a typical for an area of this size. We expect that the permittee holder will address ongoing maintenance of the fence and/or trees that may fall on the fence and/or internal roads.

Geology, Soils, Climate, and Hydrology

The Donovan Hill Unit occurs in the gentle rolling terrain of the northern Sierra foothills at elevations ranging from 500 to 2,050 feet above mean seal level (MSL). Donovan Hill is within a geologic region known as the Smartsville Complex. The Smartsville Complex is the most

extensive and best preserved part of the Jurassic western volcanic belt of the Sierra Nevada. The Smartsville Complex is a volcanic arc assemblage consisting of sedimentary, volcanic, hypabyssal, and plutonic rocks. Relationships between volcanic and plutonic rocks in the complex suggest rifting of a volcanic arc during the Late Jurassic. This property occurs in a portion of the Smartsville Complex that is dominated by dike complexes, which consists of sheeted and un-sheeted mafic and felsic dikes and volcanic rocks, which consists of pyroclastic and volcanoclastic rocks, pillow lavas, breccias, and massive flows. Minor formations within the area include Mesozoic plutonic rocks, which consist of quartz diorite, tonalite, trondiemite, and quartz monzonite; and gabbroic rocks, which locally include diorite and gabbro.

The soils found within Donovan Hill consist primarily of well drained loams that formed in material weathered from basic metavolcanic rocks. The United States Department of Agriculture, Natural Resource Conservation Service has mapped 12 soil units on Daugherty Hill Wildlife Area.

Donovan Hill occurs in a Mediterranean type climate similar to that of the rest of the Sacramento Valley and adjacent foothills having cool, wet winters and hot, dry summers. As recorded in Marysville, temperatures during the winter average 48°F, with an average daily minimum temperature of 39°F. Temperatures during the summer average 77°F, with an average daily maximum temperature of 94°F. The average annual rainfall in the vicinity of Donovan Hill is 21 inches, as recorded at Marysville (USDA, NRCS 1998).

There is one streams within the Donovan unit, Tennessee Creek, a seasonal stream that runs north to south within the Unit. Both the Donovan and Stanfield Hill pastures have an irrigation ditch operated by Browns Valley Irrigation District (BVID).

Mammals

The variety of vegetation types at DHU provides habitat for several species of mammals. The most common of the larger mammals found at DHU include mule deer (*Odocoileus hemionus*), raccoon (*Procyon lotor*), and coyote (*Canis latrans*). Other larger mammals with potential to occur at include American black bear (*Ursus americanus*), mountain lion (*Puma concolor*), gray fox (*Urocyon cinereoargenteus*), and bobcat (*Lynx rufus*). Smaller mammals with the potential to occur at DHU include small rodent species, bat species, black-tailed jackrabbit (*Lepus californicus*), and Virginia opossum (*Didelphis virginiana*). Common small rodent species include western gray squirrel (*Sciurus griscus*), Botta's pocket gopher (*Thomomys bottae*), deer mouse (*Peromyscus maniculatus*), and California vole (*Microtus californicus*).

Special Status Plants and Wildlife

The area may be potential habitat for Layne's ragwort (*Packera layneae*), also known as Layne's butterweed. This plant is listed as federally threatened. It has yellow disk flowers and orange-yellow ray flowers that bloom from April to August. It is found in open, rocky areas of gabbro and serpentine soils within chaparral plant communities and woodlands. The nearest known occurrence of this species is approximately seven miles northeast of DHWA. No known occurrences of Layne's ragwort can be found on Donovan or Stanfield Hill, nonetheless, given

the low intensity grazing season, stocking numbers, and the rocky locations where Layne's ragwort grows, it would not be negatively impacted by the proposed vegetation removal permit.

The valley elderberry longhorn beetle's (VELB) entire life cycle revolves around its host plant, elderberry (*Sambucus* spp.). VELB is rarely seen because most of its life cycle is spent as larvae within the pithy stems of elderberry shrubs (typically with stems \geq 1 inch in diameter at ground level). Females lay their eggs on the bark of elderberry stems and when the eggs hatch the larvae burrow into the stems. The larval stage lasts 1-2 years, after which they enter the pupal stage and transform into adults. Just prior to the pupal stage the larvae create exit holes for them to exit from after their transformation into adults. Adults are active from March to June during which they are feeding on the foliage of elderberry shrubs. The riparian woodlands at DHWA provide potential habitat for VELB. Elderberry shrubs are known to occur in these habitats; however no surveys for VELB have been conducted at DHWA.

California black rails (*Laterallus jamaicensis coturniculus*) are known to nest and occur at DHWA year-round. At DHWA, they are found in shallow water wetlands with dense emergent vegetation and may occupy wetlands of even less than a quarter of an acre. The populations at DHWA have been observed to colonize newly created wetlands shortly after sufficient vegetation becomes established. Prior to the availability of summer water from the local irrigation district, there was no black rail habitat on the DHWA and no documented records of the species at this location.

California black rails have been studied on the Spenceville and Daugherty Hill Wildlife Areas, as well as other private properties in the Yuba County foothills since the late 1990's. Some of the wetland areas where the black rails were discovered and monitored for the past several years are frequented by fisherman, hikers, and have sustained a light to moderate grazing program.

Invasive Plants

In addition to a suite of non-native but naturalized species, California grasslands and oak woodlands are vulnerable to a more recent invasion of noxious weeds, in particular medusa head (*Taeniatherum caput-medusae*) and yellow star thistle (*Centaurea solstitialis*), whose deleterious effects to ecosystem function and livestock production have been well documented. These species have proven especially successful invaders due to their prolific seed production, offset phenologies, lack of palatability to livestock, ability to form and thrive in monocultures, and successful dispersal mechanisms. Cooperation and coordination to manage and or eradicate noxious weed species is expected of the permittee.

Habitat Objectives

The Donovan Hill Unit has the following habitat objectives:

1. To preserve and enhance the property and adjacent area's value as deer winter range for the Mooretown deer herd. The preservation of DHU would connect and maintain critical migrations corridors between adjacent properties.
2. To preserve and enhance the natural communities and wildlife on the property.

3. To preserve and enhance the property for any listed or candidate species or species of special concern known or suspected to occur on the area.
4. To provide public access for wildlife-dependent consumptive (hunting/fishing) activities and compatible wildlife-dependent non-consumptive (wildlife watching, nature study, hiking) uses. Wildlife-dependent non-consumptive uses shall not receive priority over wildlife-dependent, consumptive uses.
5. To provide public education opportunities concerning the value of habitat and wildlife. This may include the construction of trails, signs, etc., which increases the public's appreciation and enjoyment for the area.

Note: CDFW and collaborators are planning to monitor and/or study cattle deer interactions on DHU. If deleterious effects on deer are found cattle numbers, grazing period or both may be adjusted or reduced.

Excess vegetation removal aka prescribed grazing will help meet the above objectives. In the following ways; non-native grasses dominate the foothills and need to be removed to allow sunlight to reach the soil. Which in turn allows more favorable deer forage to germinate. Native species are outcompeted by introduced species and removal of non-native grasses will allow native species to persist due to reduce competition. Grazing prescriptions will be such that ecologically important areas such as wetlands will be avoided. Grazing operations will be adjusted if deleterious effects to these areas are observed through monitoring efforts. Grazing will also benefit the public because many game species (quail, turkeys) prefer the habitat mosaic created when grazing lightly. Additionally, the infrastructure, for example trails, needed to tend to cattle is utilized by equestrians and hikers while removal of yellow star thistle through grazing allows for an enhanced recreational experience. Furthermore, the permittees presence on the property is expected to reduce incompatible (e.g. growing of marijuana, target shooting, ATV riding) activities on the property, allowing Donovan Hill Unit to remain welcoming to all visitors.

An additional benefit to the area, and habitats is that cattle reduce the fuel load and consequently fires may be reduced in intensity. This in turn benefits our neighbors as well as people recreating on the area and the wildlife utilizing Donovan Hill Unit.

Grazing Prescription

Cattle grazing during the winter and spring months has been used to maintain the mixed oak/grassland habitat types as well as assist the surrounding rural communities by reducing the fire hazard caused by the heavy accumulation of fire fuels.

Maintaining a minimum of 1,000 lbs/acre of Residual Dry Matter (RDM) measured in June just past the grazing period is a goal on this property. Removal of excess vegetation is also needed help reduce invasive species. Grazing will reduce dense annual grass ground cover, providing suitable wildlife feeding areas with the promotion of desirable plant species.

Seasonal grazing permitted during the winter and early spring months will allow CDFW to meet these goals; specifically, cattle will be allowed to graze December 1 through May 31.

Total Animal Unit Months (AUMs) for this lease is 570 AUMs or 95 AUs/month. The computation of animal unit months per head is the following: 1) Weaned calves and light steers between 350-600 pound weight class shall be counted as 0.7 units; 2) Bulls, cows, cows with calves, and steers over 600 pounds shall be counted as 1.0 unit; 3) Mature bulls shall be counted as 1.3 units.

Please note that adjacent private properties may contain bulls. It is the responsibility of the Permittee to prevent conflict with neighboring herds. Corrective measures may include removal of Permittee's bull(s) from DHU.

CDFW may require permittee to participate in studies that involve increases or decreases in AUMs during the permit term, or extension or reduction of the grazing period in any given year.

Public Access

Donovan Hill and Stanfield provide many opportunities for hunting, hiking, fishing and birding. Horseback riding may be added to this in the future. Donovan Hill and Stanfield are operated as a Type C wildlife area where no permit or pass is required for public entry, except during the first nine days of the spring turkey season when DHU is closed to all public entry except for those individuals possessing a special permit issued by the Department.

As stated, this permit is a non-exclusive right to graze, and we expect interactions with the public to be courteous. Additionally, planned activities (loading/unloading) should be planned in a manner to be least disruptive to public usage. Some roads may have easements (see map) for ingress/egress by adjacent landowners, this right will remain unfettered during this lease. Finally, no special right to access DHU for the purposes of hunting, fishing, camping or any other purpose other than as specified in the Permit is granted nor implied. Also, the Permittee may not take (as defined in FGC 86) wildlife (including rodent and predator control) unless prior written authorization is obtained from CDFW and Permittee may not grant special access to any persons not associated with implementation or management of vegetation control activities under the Permit.

Fencing

Infrastructure supporting grazing consists of a perimeter fence and lengths of interior fencing. There is a separate `20 acre pasture by the corrals along Los Verjeles Road. No other separate pastures exist and thus DHU can only be managed as multiple pastures with additional (temporary) interior fencing. Cattle owners under this lease will be required to have a rapid response (1 hour or less) to repair broken fences and gather escaped cows on the road. Downed trees, illegal trespass, and broken fence wire may also contribute to escaped cattle being reported on nearby roads or neighboring properties. Fences will be constructed to allow for wildlife movement and will have a smooth top and bottom wire (See Site Operations Plan for fencing schematic).

Corrals / Processing Facilities

A permanent cattle processing corral is available at DHU (located at Los Verjeles Road), and is currently operational. There is no corral at Stanfield Hill. If needed, the Permittee will be responsible to provide the necessary portable corrals to process livestock if current corral would not be sufficient. Placement will be in coordination with CDFW to prevent impact to sensitive habitats. Please note that all troughs, squeeze chutes, calf table etc. and water storage tank belong to current permit holder and will likely be removed.

Roads / OHV use

Several roads and access points are available in DHU coming in from five entrances (see map). The Permittee may use these roads for OHV (Off-Highway Vehicle) and pick-up truck access. Some roads are overgrown and pruning, in coordination with the Department, needs to occur before the roads are usable again. Additionally some roads are rutted significantly, making pick-up access very challenging. The Permittee selected will be made aware which roads can be used. Vehicle use is restricted to heavily used roads that have limited vegetation growing in the road surface or none at all. Permittee is allowed to use OHV on existing roads only. If damages are caused, then the Permittee will repair the road to previous drivable conditions. The permittee is not allowed to cause erosion or the creation of new trails as a result of vehicle usage. The Department prefers that operations are done on horseback to reduce noise pollution, erosion and heavy trailing. Note that DHU can be very dry and dry Permittee is expected to take great not to set of fires accidentally.

The Department may provide you keys and or combination to locks on gates. Locks are not to be removed and keys and combos are not shared beyond personnel immediately involved in the grazing operation. At the end of each grazing period combination locks are removed and a new combo will be used for the new grazing season.

Cattle Health / Trespass

The Department requires that you determine that your livestock is healthy prior to being introduced to the property, and remains healthy while on the property.

In consultation with your herd veterinarian, livestock owners/managers should establish a herd health program for the prevention and care of general parasitic diseases. At a minimum the herd health program should include the following measures to maintain healthy immune systems and minimize the occurrence of disease:

- (1) Routine vaccinations of all cattle for preventing BVD (Bovine Virus Diarrhea) which can act as an immunosuppressive disease and *Leptospira pamona* bacterins.
- (2) Routine internal and external parasite control to prevent clinical parasite infections;
- (3) Prevention of selenium and copper deficiencies with appropriate supplementation depending on current herd status. Supplements will located in coordination with CDFW to reduce interaction between deer and cattle and potential disease transmission.

- (4) Keep herds closed to the introduction of outside suckling (neonatal) calves. Calves from outside the herd may introduce *C. parvum* or other pathogens to the herd.

Trained ranch personnel should check cattle frequently for disease. Frequency of inspection will depend on herd's reproductive and current health status. When clinical disease is observed, cattle should be promptly treated. A veterinarian should be consulted as necessary.

Livestock owners/managers should keep herd health records as follows:

- Records (product, dose, animal ID, employee ID) of vaccinations and routine procedures of groups of cattle.
- Records of treatment disease protocols (diagnosis, product used, dose) or individual treatment records (diagnosis, product used, dose, injection method, date, employee).

Additionally, the Department expects that cattle trespass onto adjoining properties will be avoided and will be addressed swiftly should it occur. Cattle trespassing onto DHU should also be addressed swiftly. Cattle not belonging to the Permittee need to be identified (potentially with help of brand inspector) and removed as quickly as possible. CDFW needs photos of the cattle brands you plan to use as well as ear tag color or other identifying marks on your cattle.

Incompatible Activities

When operating a lease at DVU, you may witness incompatible activities to the area, such as target shooting, driving OHVs, etc. Please inform the site manager within 24 hours of noticing such activity.

Water

Tennessee Creek, a seasonal stream that runs north to south within the Donovan Hill pasture. Additionally there are two ponds available in south portion of Donovan and one pond is available on the south side of Stanfield. Both units have Browns Valley Irrigation ditches which will contain water during the irrigation season (April-Oct). The Department and permittee is expected to avoid damage to seasonal ponds and waterways as a result of cattle seeking water.

Stock water on the property is unreliable and inconsistent during the winter months when the irrigation canal is dry. During dry years water needed to be hauled to this location. The Department makes no guarantees on the availability of water.

It is the responsibility of the Permittee to provide water for cattle in the event of failures of existing sources of water. Coordination with and approval by CDFW on the location for the water trough is required to prevent impacting sensitive habitats in the event that water needs to be brought to the site.

Changing the Grazing Period

The Donovan Unit can experience a broad range of rainfall amounts depending on the year. During dry years the start date may be delayed until enough forage is available. Other years can be very rainy and result in a large amount of primary productivity in the form of annual vegetation. If a particular year is especially rainy, resulting in excessive vegetation growth, the grazing period may be extended in order to achieve habitat objectives that are suitable for the

area. Alternatively, if fall rains are delayed then the start of the grazing period may be postponed. This decision will be made by the CDFW.

Extending the grazing period is accomplished by mutual agreement between the Department and the Permittee. Each such agreement is ratified by a Department-created letter stating the terms of the extension, signed by the Permittee and the State Representative for the Permit. Extensions of the grazing season are charged at a daily rate to the Permittee. The daily rate is the product of the regular grazing period fee divided by 181 (181 is the number of days in the regular grazing period). The daily rate times the number of days of extended grazing equals the fee for the extended grazing period. That extended grazing fee will be due to CDFW upon the Permittee's signing of the extended grazing period letter.

Monitoring and Coordination

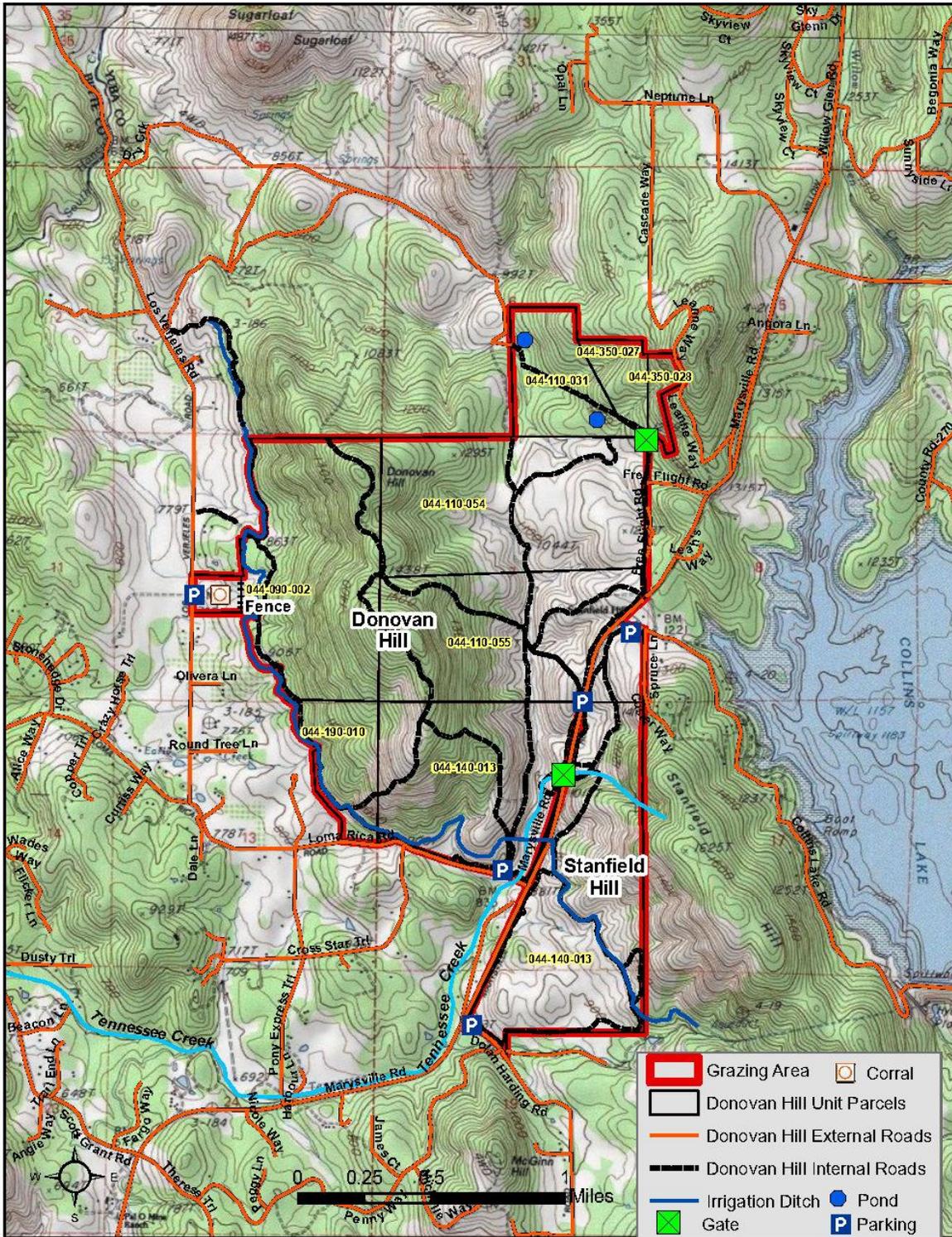
Utilization monitoring may occur periodically throughout the grazing season or at least once annually after the cattle have been removed. In cooperation with the CDFW, the Yuba County Resource Conservation District (or others) may conduct random Residual Dry Matter (RDM) measurements, range health assessments and report them to the Department and the Permittee. These findings will assist in determining annual adjustments to the above grazing prescription and contribute to the future conservation of the property. Additionally, pre-season, mid-season, post-season on site meetings may be planned to discuss stocking rates, coordinate Permittee activities on the Premises, and to assess progress on achieving management goals for DHU. Should Permittee desire to participate in any United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) or Farm Services Agency (FSA) program(s), such participation must be in coordination with CDFW or its designated representative. CDFW will not participate in the process of certifying any pasture as organic and does not guarantee any pasture would be eligible during the term of the permit for organic status.

Finally, if awarded the excess vegetation permit, CDFW expects that plans such as but not limited managing even distribution of cattle, grazing plans, protection of wetlands, improvement of blue oak regeneration and improvement of habitat provided in the RFP process will be honored during this lease.

Emergencies: In case of emergencies please contact: Warden Sean Pirtle at (530) 624-0848 or Mario Klip at (530) 258-7582.

Exhibit B-1

MAP depicting six grazing pastures for Donovan Hill Unit Control Permit.



Meeting locations will be at the parking lots on Los Verjeles Road where the corrals are also located.

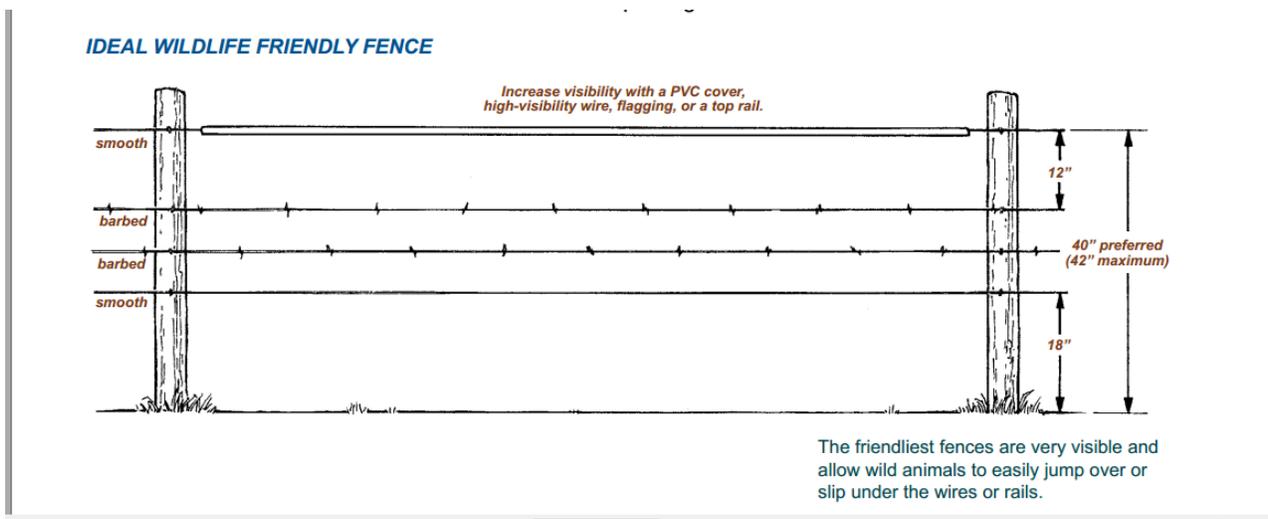
Exhibit B-2

Wildlife Friendly Fencing

Fencing can be deadly to wildlife including deer, pronghorn and birds. Where possible, fencing than can be temporary (i.e., removed after grazing season is over) is preferred.

New or replacement fencing shall be wildlife friendly according to the following specifications:

1. Tautness, the height of the fence and spacing of the top two wires are most important when it comes to wildlife. The fence should be less than 40 inches high, with at least 12-inch spacing between the top two wires. Since deer and elk jump with their hind legs forward, they can get hung up if the top strands are loose or too close together.
2. Pronghorn and young deer and elk tend to go under fences. Therefore, the lowest strand should be at least 16-18 inches off the ground.
3. Top and bottom wires should be smooth.
4. Wildlife also go under fences. A bottom wire at least 16 to 18 inches off the ground will generally work and the bottom wire will be smooth.



From "A Landowner's Guide to Wildlife Friendly Fences: How to Build Fence with Wildlife in Mind" by Montana Fish, Wildlife and Parks.

There shall be no woven wire fencing on the wildlife area.

G. Required Attachments

**ATTACHMENT 1
REQUIRED ATTACHMENT CHECK LIST**

A complete proposal or proposal package will include all of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1 Required Attachment Check List
_____	Attachment 2 Transmittal Letter
_____	Attachment 3 Statement of Qualifications
_____	Attachment 4 Description of Personnel and Organizational Structure
_____	Attachment 5 Experience, Knowledge and History & Proposal for Goals 1-7
_____	Attachment 6 Disclosure Statements
_____	Attachment 7 Fee Proposal Form
_____	Attachment 8 Potential Permittee References
_____	Attachment 9 Site Inspection Certification
_____	Attachment 10 Proposal Certification Form
_____	Attachment 11 Authorization Document

ATTACHMENT 2 - DIRECTIONS Transmittal Letter

List the Potential Permittee's name, mailing address, phone, fax, and e-mail. The submitter must sign the transmittal letter in ink and be authorized to bind the proposing firm. The name and title of the person signing the proposal must be typed below the signature.

The Transmittal Letter must state whether the Potential Permittee or any individual who will perform work under the Permit has a possible conflict of interest (e.g., employment by CDFW) and, if so, the nature of that conflict. CDFW reserves the right to cancel an award if any interest disclosed from any source could either give the appearance of a conflict of interest or cause speculation as to the objectivity of the offeror. Such determination regarding any questions of conflict of interest shall be solely within the discretion of CDFW.

Guide

Potential Permittee Name Page 1 of ?
Attachment 2 Transmittal Letter
Firm Name Mailing Address Phone Fax E-mail
Transmittal Letter Text
<u><i>Signature</i></u> Printed Name

ATTACHMENT 3 - DIRECTIONS Statement of Qualifications

This attachment will describe the knowledge, education, experience and abilities that lead to the individual or firm in meeting or exceeding each of the minimum qualifications.

Guide

<p>Potential Permittee Name Page 1 of ?</p> <p>Attachment 3 Statement of Qualifications</p> <p>Statement of Qualifications Text</p>

**ATTACHMENT 5 - DIRECTIONS
Proposals for Goals 1-7**

Provide one written proposal of how each Goal described the RFP will be performed by the Potential Permittee. Include any specific ideas on how to support the CDFW goals for DHU. Describe how relevant education and/or experience held by Potential Permittee would be applied in reaching the goal.

Provide one written proposal in response to Goals 1 – 7. Be as descriptive as possible to give the evaluation committee enough information to score each proposal.

Use the guide below for each of the Attachments 5, Goals 1 - 7

Guide

Potential Permittee Name
Page 1 of ?

Attachment 5
Proposal for Goals

Proposal Text

ATTACHMENT 6 - DIRECTIONS Disclosure Statements

Description of any/all claims or legal actions that have been asserted or prosecuted against the Potential Permittee within the last five years arising out acts or omissions of the Potential Permittee in connection with permits, or grazing operations or agreements otherwise similar to those proposed under this RFP. State the status of each claim and legal action. Claims should be fully disclosed regardless of whether they involved litigation, arbitration, or other formal or informal dispute resolution process. The disclosures required under this provision also apply to any the individuals who will be part of the permit; and

A statement as to whether, in the last ten years, Potential Permittee has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors; and if so, an explanation providing relevant details.

Guide

Potential Permittee Name Page 1 of ?
Attachment 11 Disclosure Statements
Disclosure Statements Text

**ATTACHMENT 7
Fee Proposal Form**

P2019201

Donovan Hill Permit for Excess Vegetation Disposal

Bid Amount	Maximum # AU per month	# Months in Annual Grazing Period
Price Offered \$_____ per AUM per month	95	6

All costs associated with the proposed performance of the Desired Outcomes, and any and all provisions of the Permit for Excess Vegetation Disposal have been considered in the submission of this fee proposal. In submission of this Fee Proposal, I certify that I have read and understand all term and conditions of this Request for Proposal and Sample Permit for Excess Vegetation Disposal.

Potential Permittee Full Printed Name _____

Potential Permittee Signature _____

Title of Signer _____

Phone Number _____

Date _____

**ATTACHMENT 8
Potential Permittee References**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below a minimum of three (3) references for grazing activities performed within the last five (5) years, which are similar to the activities to be performed in this Permit.

References will be contacted to verify agreement obligations were met.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Agreement	Value or Cost of Agreement		
Brief Description of Obligations Performed			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Agreement	Value or Cost of Agreement		
Brief Description of Obligations Performed			

REFERENCE 3 (Optional)

Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Telephone Number		
Dates of Agreement	Value or Cost of Agreement		
Brief Description of Obligations Performed			

ATTACHMENT 10 PROPOSAL CERTIFICATION SHEET

This Proposal Certification Sheet must be signed and returned along with all the required attachments as a proposal package as directed in Section F-5, Submission of Proposal, with original signatures. The proposal documents must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. **The proposals for this request are submitted as detailed in Attachments 1 through 11.**
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this Request for Proposal. The signature below authorizes the verification of this Certification.

An unsigned Proposal Certification Sheet may be cause for rejection of the Proposal.

1. Company/Individual Name	2. Telephone Number ()	2a. Fax Number or e-mail
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship 5. <input type="checkbox"/> Partnership 6. <input type="checkbox"/> Corporation 7. <input type="checkbox"/> Other (_____)		
8. California Corporation Number (if this is a Corporation):		
9. Indicate applicable license and/or certification information:		
10. Potential Permittee's Name (Print)	11. Title	
12. Signature	13. Date	

ATTACHMENT 10 (page 2)
PROPOSAL CERTIFICATION SHEET INSTRUCTIONS

Complete the numbered items on the Proposal Certification Sheet by following the instructions below:

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. Items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one (1) person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a General Partnership or Joint Venture or Limited Partnership. A Legal Partnership is a voluntary agreement between two (2) or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two (2) or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his/her successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Check if boxes 4-6 do not apply and explain. No informal association of persons or entities is permitted.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.

**ATTACHMENT 11
AUTHORIZATION DOCUMENT**

Check the appropriate box that identifies your business type and provide the documentation described.

- Sole Proprietor using birth name – No Documentation is Required

- Sole Proprietor using DBA – Attach the fictitious business statement on file with the county

- General Partnership or Joint Venture – If available, attach a copy of the partnership or joint venture agreement signed by all partners. If no written agreement exists, provide a document listing the names and signatures of each partner or venturer, consenting to the submission of this proposal.

- Limited Partnership – Attach a copy of the notarized partnership agreement signed by all partners showing the signer(s) of the bid as general, managing or principal partner(s).

- Corporation, Incorporation, Limited Liability Corp – Attach a copy of the Articles of Incorporation and a notarized Resolution or other document of the governing board or other group signed by all members showing the signer of the bid has authority to legally bind the entity.

- Other. Please explain and attach any relevant supporting documents.

Land Use Agreements: Guide to Insurance Documentation Requirements

Contents

Overview of Land Use Agreement Insurance Documentation	1
Element 1: Certificate of Liability Insurance (sample on next page)	2
Element 2: Primary and Noncontributory Endorsement.....	4
Elements 3 and 4: Additional Insured Endorsements	5
Element 5: Waiver of Subrogation	6
Element 5: Workers' Comp Insurance Waiver Letter: Business Entity Awardee	7
Element 5: Workers' Comp Insurance Waiver Letter: Individual, No Business Name .	8

Overview of Land Use Agreement Insurance Documentation

The execution of any Land Use Agreement is contingent upon approval of the awardee's insurance documentation. Approval is determined by the insurance experts of the Department of General Services Office of Risk and Insurance Management (ORIM). This guide is provided to help programs and bidders understand and meet the insurance documentation requirements that drive ORIM's approval.

Land Use Agreement insurance documentation that ORIM reviews typically includes five elements:

1. Certificate of Liability Insurance (COI)
2. Primary and Noncontributory Endorsement
3. Additional Insured Endorsement for either Commercial General Liability or Farm Liability
4. Additional Insured Endorsement for Automobile Liability
5. Either a Waiver of Subrogation (for Workers' Compensation) in favor of the State, or a Workers' Compensation Insurance Waiver Letter

Our explanations of the five required elements are specific. Our document samples, however, are only generally informative, because we understand that some of the documents insurers provide to us might not have the exact appearance or structure as our samples; for example, there might be separate Commercial General and Automobile providers and COIs, or, different Additional Insured Endorsements might be combined onto one Additional Insureds document.

Programs, contact the Land Use Agreements analyst in BMB if you have any questions. Bidders, contact your CDFW program contact if you have questions.

Element 1: Certificate of Liability Insurance (sample on next page)

- Document is dated and Broker/Producer contact information is provided.
- The name of the “insured” must be EXACTLY as it appears on the Certification Form from their bid/proposal
- The Insurer(s) affording coverage must be rated at least A--/FSC Class VII by [A.M. Best Company](#).
- The document is signed (usually on the bottom)

Commercial General Liability

- Policy number and effective and expiration dates are filled in. **Confirm the commencement date falls within these dates.**
- There is a check mark in additional insured
- Limit for “Each Occurrence” matches the permit/lease (min \$1,000,000)
- Limit for Damage to Rented Premises (former: Fire Legal) matches permit/lease (min \$300,000)
- Limit for General Aggregate matches the permit/lease (min \$3,000,000)
NOTE: Farm Liability may be used in place of Commercial General; however if the insurance carrier cannot meet the Aggregate (min of \$3,000,000) an Excess/Umbrella liability in the amount is acceptable.

Automobile Liability

- Policy number and effective and expiration dates are filled in. **Confirm the commencement date falls within these dates.**
- There is a check mark in additional insured
- There is a check mark in “all owned autos”, “hired autos” and “non-owned autos” OR a mark in “any autos”
- Limit for “Combined Single Limit for each accident” matches the permit/lease (min \$1,000,000)

Workers Compensation and Employer’s Liability

- Policy number and effective and expiration dates are filled in. **Confirm the commencement date falls within these dates.**
- Limit for “Each Accident” matches the permit/lease (min \$1,000,000)
NOTE: If a Permittee/Lessee does not have any employees, they can waive Workers Comp Insurance by providing of signed Workers Compensation Waiver letter. See Element 4 for a sample Waiver Letter.

Description of Operations Area

- Permit or Lease number is identified in this area.
- Naming CDFW as additional insured in this area will not replace the required Additional Insured Endorsement Documents.

Certificate Holder Area

- This area must indicate a Fish and Wildlife as the holder and the address must be a CDFW location. Regional offices are OK.

Naming CDFW as additional insured in this area will not replace the required Additional Insured Endorsement Documents.

Element 2: Primary and Noncontributory Endorsement

This element responds to Section 21(h) of the Agreement, which states:

(h) Primary Clause: Any required insurance contained in this Permit shall be primary, and not excess or contributory, to any other insurance carried by the State.

The wording above and the sample Endorsement below, were provided by our Department of General Services Office of Risk and Insurance Management (ORIM).

Policy Number:

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Elements 3 and 4: Additional Insured Endorsements

For ORIM approval, the Additional Insured on the COI will not replace the required Additional Insured Endorsement Documents.

for Commercial General Liability

- Insurer is identified and matches the insurer name on the certificate
- Policy number matches the number of the certificate
- Shows the “State of California, its officers, agents, and employees” as additional insureds insofar as the operations under this Permit or Lease are concerned
- Document must be signed.

NOTE: If Farm Liability is used in place of Commercial General an additional insured endorsement for Farm Liability must be provided. The information above applies to Farm Liability as well.

for Automobile Liability

- Insurer is identified and matches the insurer name on the certificate
- Policy number matches the number of the certificate
- Shows the “State of California, its officers, agents, and employees” as additional insureds insofar as the operations under this Permit or Lease are concerned
- Document must be signed.

Additional Insured Endorsement	BUSINESS AUTO CA 99 44A 12 93	
State of California Department of Fish and Wildlife 3207 Rutherford Road Gridley, CA 95948	POLICY NUMBER: 9502AG343519 - 3	COMMERCIAL GENERAL LIABILITY CG 20 12 05 09
Insurance Company NATIONWIDE AGRIBUSINESS INS.-NAIC	THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION - PERMITS OR AUTHORIZATIONS	
Agent Name and Address VITAS INSURANCE AGENCY LLC	This endorsement modifies insurance provided under the following:	
Insured Name and Address AUBURN BAYNE RANCH INC	POLICY NUMBER FP01023506	FARM F2024 010
	THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED – FARM LIABILITY	
	This endorsement modifies insurance provided under the following:	
	FARMING AND PERSONAL LIABILITY INSURANCE FORM SCHEDULE*	
	1. a Person or organization from whom you lease land: COSUMNES RIVER PRESERV AND PARTNERSHIP OR US BUREAU OF LAND MANAGEMENT COUNTY OF SACRAMENTO CALIFORNIA DEPT OF FISH AND GAME (LOC 4,5,8) CALIFORNIA DEPARTMENT OF FISH & WILDLIFE (LOC 12)	

Element 5: Waiver of Subrogation

Waiver of Subrogation in favor of the State for Workers' Compensation

- Insurer is identified and matches the insurer name on the certificate
- Policy number matches the number of the certificate
- Document must be signed.

	ENDORSEMENT AGREEMENT <u>WAIVER OF SUBROGATION</u>	BROK
HOME OFFICE SAN FRANCISCO		1879 REN NA 5-04 PAGE
ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME	EFFECTIVE NOVEMBER 3, 2015 AT 12.01 A.M. AND EXPIRING OCTOBER 18, 2016 AT 12.01 A.M.	
<p>INSURED</p> <p>ADDRESS LINE 1</p> <p>ADDRESS LINE 2</p>		
ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING, IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION AGAINST,		

or

Workers' Compensation Insurance Waiver Letter

(See next page for examples)

**Element 5: Workers' Compensation Insurance Waiver Letter:
Business Entity Awardee**

- **Submit a workers' compensation insurance waiver letter with your other insurance documentation, if you don't have employees engaged in the performance of activities under this Permit.**
- **Create the letter on your letterhead stock.**
- **If you are an individual awardee, and not using a business name other than your name, use the "Individual Awardee" example shown on the next page.**

Letterhead

Authorized Signer's Name
Business name as it appears on the Award
Street address
City, State, Zip Code

January 20, 2017

Department of Fish and Wildlife
Re: Workers Compensation

To Whom it May Concern:

Please note that *Business name as it appears on the Award* will have no employees engaged in the performance of activities under this Permit *Permit number*. Because of this, *Business name as it appears on the Award* is not required to have workers' compensation insurance, and has elected to not have that insurance.

Should *Business name as it appears on the Award* choose to engage employees in the performance of activities under this Permit in the future, *Business name as it appears on the Award* will, in compliance with California Labor Code, obtain appropriate workers' compensation insurance prior to any such engagement.

Sincerely,

Authorized Signer's Signature

Business Title

**Element 5: Workers' Compensation Insurance Waiver Letter:
Individual Awardee, No Other Business Name**

- **Submit a workers' compensation insurance waiver letter with your other insurance documentation, if you don't have employees engaged in the performance of activities under this Permit.**
- **Create the letter on your letterhead stock.**
- **If you are a business entity use the "Business Entity Awardee" example on the prior page.**

Letterhead

Awardee's name as it appears on the Award
Street address
City, State, Zip Code

January 20, 2017

Department of Fish and Wildlife
Re: Workers Compensation

To Whom it May Concern:

Please note that I, *Awardee's name as it appears on the Award*, will have no employees engaged in the performance of activities under this Permit *Permit number*. Because of this, I am not required to have workers' compensation insurance, and have elected to not have that insurance.

Should I choose to engage employees in the performance of activities under this Permit in the future, I will, in compliance with California Labor Code, obtain appropriate workers' compensation insurance prior to any such engagement.

Sincerely,

Signature of Awardee

STATE OF CALIFORNIA - DEPARTMENT OF FISH AND WILDLIFE
PERMIT FOR EXCESS VEGETATION DISPOSAL
 (FISH AND GAME CODE SECTION 1010)
 DFW 587 (REV 5/20/19)

PERMIT COVERING PREMISES LOCATED AT <p style="text-align: center;">[Property Name] [Location]</p>
AGENCY <p style="text-align: center;">Department of Fish and Wildlife</p>
PERMITTEE <p style="text-align: center;">[Full Name]</p>

DGS File No.: [_____]
 CDFW Permit No.: [____]

THIS PERMIT, dated [_____] for reference purposes only, is made by and between the State of California, at the direction and with the consent of the Department of Fish and Wildlife (CDFW), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "STATE", as authorized by Fish and Game Code Section 1010, and [_____], hereinafter referred to as **PERMITTEE**.

STATE and PERMITTEE hereby agree as follows:

DESCRIPTION

1. STATE hereby permits PERMITTEE, and PERMITTEE hereby accepts, a non-exclusive right to use approximately [____] acres of real property situated in the County [or Counties] of [_____], State of California, hereinafter referred to as **Premises**, as outlined on the map attached as **Exhibit "A"** and more particularly described on **Exhibit "A-1."** The Premises are a part of the real property under the jurisdiction of STATE commonly known as the [_____] Wildlife Area/Ecological Reserve] (**State Property**). Upon written notice to PERMITTEE, STATE may relocate all or part of the Premises and change the size of the Premises, the duration of grazing and/or the number of livestock required or permitted on the Premises as provided in Section 35(b).

USE

2. PERMITTEE agrees to use the Premises only for the removal of excess vegetation by grazing of livestock or other means authorized by this Permit and for no other purpose. PERMITTEE shall conduct its operations on the Premises only as defined in the Operations Plan attached as **Exhibit "B"** [*add if applicable:* and consistent with the Land Management Plan for the State Property available from the STATE Representative identified in Section 15 or online at <https://www.wildlife.ca.gov/Lands/Planning>].

[Add if applicable: PERMITTEE acknowledges that the State Property, including the Premises, is open to public use. Public uses of the Premises may include, without limitation, hunting, fishing, wildlife viewing, photography, education and research. STATE shall not be liable or responsible for any injury (including death) to persons, including PERMITTEE, its agents and employees, or damage to or loss of livestock, equipment or other property, including property of PERMITTEE and third parties, caused by any person on the Premises, including members of the public. PERMITTEE understands that such possible injury, death, damage and loss are risks of using the Premises and hereby waives any and all claims, known and unknown, arising from such use.

Commented [A1]: Operations Plan should identify other authorized vegetation removal activities, if any.

PERMITTEE hereby knowingly and voluntarily waives any protection that it might have by virtue of Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.]

TERM

3. (a) The term of this Permit (**Term**) shall be (___) years and (___) months, commencing on [_____] or such later date as STATE delivers a fully executed copy of this Permit to PERMITTEE (**Commencement Date**), and terminating on [_____] (**Expiration Date**), with such rights of termination as are set forth in this Permit.

Commented [A2]: Five year maximum total term, including any option period(s) in Section 3(b).

(b) STATE shall have the right to delay the Commencement Date if STATE determines that the condition of the State Property or the Premises warrants such a delay. STATE shall notify PERMITTEE of any such delay in the Commencement Date prior to the Commencement Date established in Section 3(a). State shall not be liable to PERMITTEE for any loss or damage resulting from such delay, nor shall it affect the validity of this Permit or change the Expiration Date. However, PERMITTEE shall not be obligated to pay the permit fee or perform its other obligations during the period of delay. If the delay continues for more than forty-five (45) days after the Commencement Date established in Section 3(a), then PERMITTEE may cancel this Permit by giving written notice to STATE within ten (10) days after the end of the forty-five (45)-day period. If PERMITTEE gives timely written notice of cancellation to STATE, then the parties shall be discharged from all obligations under this Permit. If the Commencement Date is delayed or this Permit is cancelled pursuant to this Section 3 (b), then STATE shall credit any prepaid unearned permit fee to the next permit fee payment then due from PERMITTEE or return any prepaid unearned permit fee to PERMITTEE.

[Add if applicable/customize as described below: (c) PERMITTEE shall have the option to extend the Term for ___ additional ___-year period(s), commencing when the prior Term including any previous extensions expires. In order to exercise an option, PERMITTEE must give written notice to STATE at least one hundred eighty (180) days and not more than three hundred sixty-five (365) days before the date the extended Term would commence. If PERMITTEE does not give timely and proper notice of exercise, the option will automatically expire and be of no further force or effect. Options (if more than one) may only be exercised consecutively. Any extended Term(s) will be on all the terms and conditions of this Permit [**include if applicable:**, other than the permit fee], except that PERMITTEE shall have no further right to extend the Term. The option is personal to the original PERMITTEE and cannot be assigned to or exercised by anyone other than the original PERMITTEE while using the Premises and without the intention of thereafter assigning or transferring this Permit or any part of it. PERMITTEE will not have any rights under this Section 3(c) if PERMITTEE is in breach or default of this Permit at the time notice of exercise is given or on the date of expiration of the current Term. The permit fee for the option period(s) shall be calculated as follows: **[describe how permit fee will be determined, e.g., fixed dollar increase (state amount); percentage increase (specify percentage); CPI adjustment (describe adjustment index and method); fair market value on the date of commencement of the extended Term (state how fair market value will be determined); other]**. STATE will notify PERMITTEE of the permit fee for the option period not less than ninety (90) days before the date the extended Term would commence. If

Commented [A3]: Total term cannot be more than 5 years, including any options provided here.

PERMITTEE disagrees with the calculated permit fee, then PERMITTEE may rescind its notice of exercise of the Option and this Permit will expire at the end of the current Term.]

EARLY TERMINATION

- STATE may terminate this Permit, in whole or in part, at any time by giving written notice to PERMITTEE at least ninety (90) days prior to the date when such termination shall become effective. Upon termination of this Permit, PERMITTEE shall surrender the Premises according to the requirements of Section 9 and STATE shall reimburse PERMITTEE for any unearned portion of any prepaid permit fee.

PERMIT FEE

- PERMITTEE shall pay STATE a permit fee of _____ DOLLARS per year, which is equivalent to **[describe basis for determining amount, e.g., "the fair market value of the use of the Premises of [_____] DOLLARS (\$_____.00) per acre per [specify period, e.g., month/year] times [_____] acres for _____ (____) months of use as stated in Exhibit "B" OR "[_____] DOLLARS (\$_____.00) per Animal Unit Month (AUM) times _____ AUM for _____ (____) months of grazing as stated in Exhibit "B" OR {describe other basis}].** If the Commencement Date is delayed pursuant to Section 3 (b), then STATE may adjust the permit fee for the first year of the Term based upon **[describe proration method, e.g., "the number of days of grazing lost"]**.

Commented [A4]: Must reflect calculation in IFB

The permit fee shall be due and payable in lawful United States funds, without demand, offset or deduction, as shown in the payment schedule below:

Commented [A5]: alter the sample payment schedule to fit the fee terms shown in the ifb/rfp.

PAYMENT SCHEDULE			
#	PAYMENT DUE	AMOUNT	PERIOD COVERED
1	upon execution	<i>Example:</i> \$1,000.00	<i>Example:</i> July 1, 2016 – June 30, 2017
2	Month Day, Year	Amount	Month Day, Year- Month Day, Year
3	Month Day, Year	Amount	Month Day, Year- Month Day, Year
4	Month Day, Year	Amount	Month Day, Year- Month Day, Year
5	Month Day, Year	Amount	Month Day, Year- Month Day, Year

NO CREDIT AGAINST THE PERMIT FEE OR ANY OTHER SUMS PAYABLE UNDER THIS PERMIT SHALL BE PROVIDED TO PERMITTEE FOR ANY CONTRIBUTIONS (INCLUDING, WITHOUT LIMITATION, WORK DONE OR MATERIALS OR SUPPLIES FURNISHED) BY PERMITTEE.

Payments shall be addressed and submitted to:

California Department of Fish and Wildlife
 Attn: Accounting Services Branch – Cash Receipts
 P.O. Box 944209
 Sacramento, CA 94244-2090

PERMITTEE's payment shall display the STATE'S Permit number, the name of the State Property as shown on Page 1 of this Permit, and the invoice number if an invoice is available. Permittee shall not require receipt of an invoice prior to issuance of payment.

UTILITIES/ EXPENSES

- PERMITTEE agrees to pay the permit fee as herein provided and to pay any and all water, electric, gas and other utility fees (including stand-by fees), charges and assessments (including water assessments), mosquito abatement costs, and any other sums attributable to or payable in connection with PERMITTEE's use of the Premises during the Term of this Permit, as reasonably determined by STATE. No

utilities will be provided by STATE and STATE assumes no liability for the presence or absence of utilities. If utilities are present and separately metered, PERMITTEE will place utilities in PERMITTEE's name as of the Commencement Date. If utilities are present but not separately metered, PERMITTEE will pay his or her proportional share, as reasonably determined and directed by STATE.

- ACCESS** 7. STATE makes no representation or warranty regarding the existence of any ingress and egress rights to or from the Premises or the condition of any access that may exist.
- AS-IS CONDITION OF PREMISES** 8. PERMITTEE accepts the use of the Premises in its existing, "**AS-IS**" condition. STATE makes no representations, warranties or guarantees, express or implied, regarding the Premises, including without limitation, its fitness or suitability for PERMITTEE'S purposes; the condition or quality of soils; organic certification of any pasture; existence, ownership, adequacy or condition of fencing; or availability of water, feed, forage or electric power. PERMITTEE has visited and inspected the Premises and agrees that any acreage stated in this Permit or on the attached **Exhibits "A"** and "**A-1**" is only approximate and STATE does not warrant or guarantee the actual size of the Premises.
- SURRENDER** 9. On the last day of the Term, or sooner termination of this Permit, PERMITTEE shall surrender to STATE the Premises with any appurtenances or improvements thereon (except as otherwise provided in Section 38), in at least the same condition as when received, reasonable wear and tear and damage by acts of nature or the elements excepted.
- WATER** 10. PERMITTEE understands and agrees that STATE does not guarantee the availability of water to, or quality or quantity of any water that may be available on, the Premises. PERMITTEE will be responsible to confirm the availability of water if needed for PERMITTEE'S use. PERMITTEE may develop water on the Premises only with the prior written approval of STATE, which STATE may withhold, and pursuant to all applicable Laws (as defined in Section 50).
- HOLDOVER** 11. Any holding over after the expiration of the Term or any extension thereof, with the consent of the STATE either expressed or implied, shall be deemed a tenancy only from month-to-month. Except for the Term, all of the provisions of this Permit shall apply to the month-to-month tenancy but at STATE's discretion the permit fee shall increase by ten (10%) percent over the last rate in effect, to be payable as provided in Section 5.
- STATE offers and PERMITTEE accepts no assurance that the Premises or any other comparable property or facilities will be made available to PERMITTEE beyond the Term stated above or as the Term may be reduced as provided in this Permit.
- REGULATION BY STATE** 12. Activities under this Permit will be conducted only in a manner which will not interfere with the orderly operation and management of the State Property. In the event STATE determines that any operation or the conduct of any person under this Permit interferes with any STATE activity, PERMITTEE agrees to discontinue such operation or remove such person immediately after notice thereof.
- MAINTENANCE AND REPAIRS** 13. (a) PERMITTEE agrees to keep the Premises in good order and condition at PERMITTEE's sole cost and expense. Without limiting the preceding sentence, PERMITTEE agrees, at PERMITTEE's sole cost and expense, to repair and maintain in good operating condition any and all improvements on the Premises, including any

fencing, watering facilities, equipment, pipes and pipelines, valves and valve boxes, wells, pumps, electrical panel(s), meter socket and wiring, buildings, roads or other improvements existing on the Premises or constructed upon the Premises by PERMITTEE.

(b) In no event shall STATE be required to perform any maintenance on or make any repairs, alterations or improvements to the Premises or any improvements thereon of any kind or nature whatsoever.

PUBLIC WORKS 14. PERMITTEE acknowledges that installation, maintenance and/or repair of improvements on the Premises, including but not limited to fencing, watering facilities, equipment, pipes and pipelines, valves and valve boxes, wells, pumps, electrical panel(s), meter socket and wiring, buildings, roads or other improvements, may be considered Public Works as defined in California Labor Code Section 1720 and/or Public Contract Code Section 1101. PERMITTEE assumes all responsibility to ensure that Public Works and Prevailing Wage requirements are followed. More information may be obtained through the California Department of Industrial Relations at www.dir.ca.gov.

NOTICES 15. All notices or other communications required or permitted under this Permit shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier or registered or certified United States mail, postage prepaid, return receipt requested to the addresses set forth below.

All such notices or other communications shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (b) if mailed as provided above, on the date of receipt or rejection, if that date is Monday through Friday between 8:00 a.m. and 5:00 p.m. Pacific Time, so long as such day is not a State of California or federal holiday, and otherwise on the next business day.

The addresses for notice are as follows:

To PERMITTEE: [_____]
Attn: [_____]
[Address]
[City], [State] [Zip Code] (Telephone: (____) ____-____)

With a copy to: [Name]
[Address]
[City], [State] [Zip Code]

To STATE: California Department of Fish and Wildlife
[Region/Program]
Attn: (typically, site manager)
[Address]
[City], CA [Zip Code] (Telephone: (____) ____-____)

With a copy to: [Name] (typically, RAO)
[Address]
[City], CA [Zip Code]

The "STATE Representative" for purposes of this Permit is: *[Name (typically, site manager), Title, Address and Telephone No.]*

PERMITTEE is obligated to notice all STATE offices listed above and the failure to provide notice to all STATE offices will be deemed to constitute a lack of notice. The STATE Representative and the address(es) to which notices shall be given to either party may be changed by written notice given by the subject party to the other as provided in this section; but nothing herein contained shall preclude the giving of any such notice by personal service.

- ASSIGNMENT** 16. PERMITTEE shall not assign this Permit in any event or otherwise transfer the right to use the Premises or any part thereof and will not permit the use of the Premises by anyone other than the PERMITTEE, without the prior written consent of STATE.
- PARTNERSHIP
DISCLAIMER** 17. PERMITTEE and any and all agents and employees of PERMITTEE shall act in an independent capacity and not as officers or employees of STATE. Nothing contained in this Permit shall be construed as constituting the parties as partners, joint venturers or any other relationship except that of landowner and permittee.
- RECOVERY
OF LEGAL
FEES** 18. If action is brought by STATE for the recovery of any permit fee or other payment due under the provisions of this Permit or for any breach or default hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to STATE against PERMITTEE under this Permit, and if STATE shall prevail in such action, then PERMITTEE shall pay to STATE such amount in attorneys' fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.
- HOLD HARMLESS** 19. (a) This Permit is made upon the express condition that STATE is to be free from all liability and claims for damages by reason of any injury (including death) to any person or persons, including PERMITTEE, or damage to or loss of property of any kind whatsoever and to whomsoever belonging, including PERMITTEE, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the Term of this Permit or any occupancy hereunder, except those arising out of the gross negligence or willful misconduct of STATE. PERMITTEE shall report all injuries and losses to STATE immediately upon discovery.
- (b) PERMITTEE agrees to defend, indemnify and hold harmless STATE of and from any and all claims, liabilities, losses, costs, expenses, damages or obligations on account of or arising out of any such injury, damage or loss, however occurring. The obligations of PERMITTEE under this Section 19 shall survive the expiration or termination of this Permit.
- DEFAULT** 20. LESSEE shall make all payments to the STATE without deduction, default or delay (except for offsets explicitly allowed hereunder). In the event of the failure of LESSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LESSEE or STATE to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Lease may, at the non-defaulting party's sole discretion, be terminated. Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, then the time to cure may be extended through writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this Lease may not be terminated under this Clause.

However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this Lease, it shall be lawful for STATE to enter the Premises and every part thereof and remove and store at LESSEE's expense all property therefrom. In the event STATE terminates this Lease pursuant to this section, STATE shall not be required to pay LESSEE any sum or sums whatsoever.

INSURANCE

21. PERMITTEE shall maintain in effect throughout the Term insurance that meets the requirements of this Section 21. PERMITTEE shall furnish STATE certificates of insurance and endorsements with the STATE's Permit Number () indicated on the face of the certificate, issued to STATE with evidence of insurance as follows:

Commented [A6]: Insurance limits in this section are the minimum coverage amounts that DGS will accept. Higher limits may be appropriate for some permits.

COMMERCIAL GENERAL LIABILITY

INSURANCE (CONT)

PERMITTEE shall maintain Commercial General Liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate, as well as Fire Legal Liability of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under this Permit as an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the limits of liability of the policy.

The policy must include State of California, Department of Fish and Wildlife, and its officers, agents, and employees as additional insureds by endorsement, but only insofar as the operations under this Permit are concerned.

AUTOMOBILE LIABILITY

PERMITTEE shall maintain motor vehicle liability with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. The policy must include the State of California, Department of Fish and Wildlife, and its officers, agents, and employees as additional insureds by endorsement with respect to liability arising out of all vehicles owned, hired and non-owned.

WORKERS' COMPENSATION

PERMITTEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of activities under this Permit, including special coverage extensions where applicable. Employer's liability limits of ONE MILLION DOLLARS (\$1,000,000.00) shall be required, and the policy shall include a waiver of subrogation in favor of STATE.

GENERAL REQUIREMENTS

PERMITTEE shall ensure that each policy of insurance meets the following general requirements:

- (a) Insurance Companies must be rated at least A--/FSC Class VII by A.M. Best

Company.

(b) PERMITTEE shall provide STATE with true copies of the policies and certificates of all required insurance satisfactory to STATE upon execution of this Permit and within thirty (30) days after each insurance policy renewal.

(c) Coverage must be in force for the complete Term of this Permit. If an insurance policy expires or is non-renewed during the Term, then STATE must receive true copies of new policies and new certificates of insurance within ten (10) days following the expiration date of the existing policy. This new insurance must still meet the original requirements of this Permit.

(d) Insurance policies shall contain a provision that coverage will not be cancelled, non-renewed or materially modified without at least thirty (30) days prior written notice to STATE.

(e) PERMITTEE shall provide STATE a copy of any notice of cancellation, material modification or non-renewal of insurance within five (5) business days following receipt.

(f) PERMITTEE is responsible for any deductible or self-insured retention contained within the insurance program.

(g) In the event PERMITTEE fails to keep in effect at all times the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this Permit upon the occurrence of such event, subject to the provisions of this Permit.

(h) Primary Clause: Any required insurance contained in this Permit shall be primary, and not excess or contributory, to any other insurance carried by the State.

(i) STATE shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

**FIRE AND
CASUALTY
DAMAGES**

22. STATE will not keep the Premises or any improvements which are constructed or installed by PERMITTEE insured against fire or casualty, and PERMITTEE will make no claim of any nature against STATE by reason of any damage to the business or property of PERMITTEE or any third party in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of employees of STATE in the course of their employment.

**NON-
DISCRIMINATION**

23. In the performance of this Permit, PERMITTEE shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

PERMITTEE shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

PERMITTEE shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f), *et seq.*) and the applicable regulations promulgated thereunder (Title 2 Cal. Code Regs. Section 7285, *et seq.*) The

applicable regulations of the Fair Employment and Housing Council implementing Government Code Section 12990 (a-f), *et seq.*, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Permit by reference and made a part hereof as if set forth in full.

PERMITTEE shall give written notice of its obligations under this non-discrimination clause to any labor organizations with which PERMITTEE has a collective bargaining or other agreement.

Further, PERMITTEE shall post in conspicuous places available to employees and applicants for employment, all mandated notices/posters available through the California Department of Fair Employment and Housing. (Government Code Sections 12920-12994).

REMEDIES FOR WILLFUL VIOLATIONS:

(a) STATE may determine a willful violation of the Fair Employment Practices Act to have occurred upon the receipt of a final judgment having that effect from a court in an action to which PERMITTEE was a party, or upon receipt of a written notice from the Fair Employment Practices Council that it has investigated and determined that PERMITTEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(b) In case of a willful violation of the Fair Employment Practices Act, STATE shall have the right to terminate this Permit and any loss or damage sustained by STATE by reason thereof shall be borne and paid for by PERMITTEE. The obligations of PERMITTEE under this Section 23 shall survive the expiration or termination of this Permit.

COMPLIANCE WITH LAWS

24. PERMITTEE shall, at its sole cost and expense, comply with all Laws (as defined in Section 50) now in force, or which may hereafter be in force pertaining to PERMITTEE, the Premises or any activity on or use of the Premises under this Permit.

HAZARDOUS SUBSTANCES

25. (a) The term "**Hazardous Substance**" as used in this Permit shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation or release, either by itself or in combination with other materials on the Premises, is: (i) potentially injurious to public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of STATE to any governmental authority or third party under any applicable statute or common law theory. Hazardous Substances shall include, without limitation, hydrocarbons, petroleum, gasoline and/or crude oil or any products, by-products or fractions thereof.

(b) PERMITTEE shall not possess, generate, store, use, transport, or dispose of any Hazardous Substance in, on, under or from the Premises without the prior written consent of STATE. If PERMITTEE obtains such consent, PERMITTEE agrees to comply with all applicable Laws pertaining to the Hazardous Substance (**Environmental Laws**). PERMITTEE shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises and shall promptly, at PERMITTEE's expense, comply with all Environmental Laws and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination, and for the maintenance, security and/or monitoring, of the Premises or neighboring properties that was caused or materially contributed to by PERMITTEE, or pertaining to or involving any

Hazardous Substance brought onto the Premises during the Term of this Permit, by or for PERMITTEE or any third party other than STATE.

(c) If PERMITTEE knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by STATE, PERMITTEE shall immediately give written notice of that fact to STATE and provide STATE with a copy of any report, notice, claim or other documentation which PERMITTEE has concerning the presence of such Hazardous Substance.

(d) PERMITTEE shall indemnify and hold harmless STATE and its officers, directors, employees, agents and representatives from and against any and all claims, liabilities, judgments, losses, costs, fines, penalties, damages and expenses (including attorneys' and consultants' fees) arising out of or involving any Hazardous Substance brought onto the Premises by or for PERMITTEE or any third party other than STATE (except for underground migration of Hazardous Substances not caused or contributed to by PERMITTEE). PERMITTEE's obligations shall include, without limitation, the effects of any contamination or injury to person, property or the environment created or suffered by PERMITTEE and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Permit.

(e) If PERMITTEE is required to prepare a Business Plan, as specified by Health and Safety Code Section 25500, *et seq.*, or a Hazardous Waste Contingency Plan, as specified in Title 22 Cal. Code Regs. Section 66264.51, *et seq.*, then PERMITTEE shall first submit a copy of the plan to STATE.

(f) If PERMITTEE or any agent, employee, contractor or invitee of PERMITTEE generates any regulated hazardous waste on the Premises, PERMITTEE agrees to dispose of such waste in accordance with all applicable Laws and requirements. Copies of all hazardous waste manifests or disposal certificates shall be submitted to the STATE.

(g) Without limiting any other provision of this Permit, storage of Hazardous Substances shall comply with Title 22 Cal. Code Regs. Section 66264.1, *et seq.* and all applicable fire regulations. PERMITTEE shall not apply to become a "permitted" hazardous waste storage facility.

(h) STATE reserves the right to inspect, or have its representatives inspect, all areas of the Premises for the purpose of determining compliance with the requirements of this Section 25.

(i) At the request of STATE, PERMITTEE shall provide copies of Material Safety Data Sheets (MSDS) for all Hazardous Substances on the Premises.

(j) Termination of this Permit by either party or abandonment or vacation of the Premises by PERMITTEE shall not relieve PERMITTEE of its obligations under this Section 25, unless otherwise specifically so agreed by STATE in writing.

(k) In the event a government order is issued naming PERMITTEE, or PERMITTEE incurs any liability during or after the Term of this Permit, in connection with any Hazardous Substance contamination which pre-existed PERMITTEE's use of the Premises, then upon presentation to STATE of proof that the condition pre-existed PERMITTEE's use of the Premises, as between PERMITTEE and STATE, STATE

shall be responsible for such contamination. PERMITTEE shall have the burden of proof that the condition pre-existed PERMITTEE's use of the Premises.

(I) Where PERMITTEE is found to be in breach of any provision of this Section 25 due to the issuance of a government order directing the PERMITTEE to cease and desist any illegal action in connection with a Hazardous Substance, or to investigate, remove, remediate or abate any contamination caused or contributed to by PERMITTEE or any third party other than STATE, PERMITTEE shall be fully and solely responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by STATE in connection with or in response to such government order.

**DEBT LIABILITY
DISCLAIMER**

26. STATE will not be liable for any debts or claims that arise from the operation of this Permit.

**TAXES /
ASSESSMENTS**

27. PERMITTEE agrees to pay all lawful taxes, assessments (general and special, ordinary and extraordinary), fees or charges which at any time may be levied upon any interest in this Permit or any possessory right which PERMITTEE may have in or to the Premises.

PERMITTEE further agrees to pay all lawful taxes on improvements, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by PERMITTEE in or about the Premises.

Should PERMITTEE be assessed by any jurisdiction claiming an assessment right, PERMITTEE shall immediately contact the STATE Representative by telephone at the number referenced in Section 15 of this Permit, and shall also provide a written copy of all assessment notices and/or claims to STATE.

The interest of PERMITTEE created by this Permit may be subject to property taxation and PERMITTEE may be subject to the payment of property taxes levied on such interest.

PERMITTEE agrees to pay any possessory interest tax or any other tax levied on PERMITTEE'S interest and to indemnify and hold STATE harmless from and against any damage or loss arising by reason of any such tax or Revenue and Taxation Code Section 107.6.

**PROTECTION OF
PREMISES**

28. (a) No dumping of refuse or removal of humus, soil, sand, gravel or rock by PERMITTEE or any third party is permitted in any area of the Premises.

PERMITTEE agrees not to cut, damage or remove, or allow any other person to cut, damage or remove any trees, shrubs, vines, plants, wood or brush on the Premises unless approved in writing by STATE. PERMITTEE shall at all times exercise due diligence in the protection of the Premises against damage or destruction by fire or other cause.

(b) PERMITTEE shall operate the Premises during the Term in accordance with **Exhibit "B"** and generally accepted and recommended grazing and haying practices and procedures. PERMITTEE agrees that any damage to the Premises, including without limitation any equipment, pipelines, pumps, ditches, bridges or culverts upon said lands, by PERMITTEE, any of PERMITTEE's agents, employees, contractors or

invitees, or any livestock brought or kept on the Premises, shall be repaired at PERMITTEE's own cost and expense.

- NO REMOVAL OF STATE EQUIPMENT** 29. PERMITTEE shall not remove any fixtures, machinery, equipment or other property of STATE from the Premises.
- WEEDS; DISEASE FREE** 30. All materials, equipment and supplies brought on the Premises shall be free from weeds and disease. No weed burning operations are permitted on the Premises unless approved in writing by STATE and carried out as provided in Section 41.
- FACILITY RULES AND REGULATIONS** 31. PERMITTEE shall comply with all rules and regulations applicable to the State Property of which the Premises are a part, as set forth in Division 1 of Title 14 of the California Code of Regulations. No prohibited or illegal article or material shall be brought on the Premises.
- LIVESTOCK; ANIMAL HUSBANDRY** 32. (a) All livestock brought or kept on the Premises shall be free from disease. Unless STATE authorizes or requests PERMITTEE to bury or otherwise dispose of remains on the Premises, PERMITTEE agrees to immediately remove any livestock which may die or be killed on the Premises.
- (b) PERMITTEE shall follow good grazing and animal husbandry practices to prevent overgrazing. STATE may at any time make an independent analysis as to whether an overgrazed condition exists. Such analysis will indicate overgrazed conditions and may include a determination of forage levels, at various times, during the grazing period. STATE shall have the right, upon reasonable written notice to PERMITTEE, to require PERMITTEE to move livestock from any area within the Premises where an overgrazing situation may exist for a period of time consistent with the STATE's analysis. If authorized by STATE, supplemental feeding may be implemented. If supplemental feeding is used, the feed shall be certified weed-free. Distribution of any supplemental feed will be such that livestock are not concentrated so as to damage vegetation or soil.
- ALTERATIONS** 33. (a) No alterations, additions, improvements, changes or modifications to the Premises, other than routine repairs, are to be made without the prior written approval of STATE.
- (b) All work done by PERMITTEE on the Premises shall be done in a good and workmanlike manner and in conformity with all applicable Laws, including without limitation the Public Works and Prevailing Wage requirements identified in Section 14 if applicable. PERMITTEE shall keep the Premises free from any and all liens and charges on account of labor or materials furnished to or at the request of PERMITTEE at or for use on the Premises.
- RIGHT TO ENTER** 34. During continuance in force of this Permit, there shall be and is hereby expressly reserved to STATE and to any of its agencies, contractors, agents, officers, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon the Premises for monitoring, survey, inspection, or any other lawful STATE purposes.
- RELOCATION** 35. (a) PERMITTEE acknowledges and agrees that in the event STATE terminates this Permit pursuant to its terms, PERMITTEE shall have no claim against the STATE for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to Government Code Section 7260, *et seq.*, or any regulations implementing or interpreting such sections.

PERMITTEE further agrees that it shall have no claim in either law or equity against STATE for damages or other relief should this Permit be terminated, and PERMITTEE hereby waives any and all such claims that it may have.

(b) Should STATE determine during the Term that conditions warrant a change in location of the Premises, a reduction in size of the Premises, the number of livestock required or permitted on the Premises, or the duration of the grazing period; or that the Premises will interfere with planned operations or construction of STATE facilities, then STATE shall have the right, upon not less than ten (10) days' prior written notice to PERMITTEE, to do any or all of the following: relocate all or a portion of the Premises as defined in this Permit, reduce the size of the Premises, the number of livestock required or permitted on the Premises (within the limits provided for in the Operations Plan attached as Exhibit "B"), and the duration of grazing as set forth in this Permit. **[If the annual permit fee stated in Section 5 is based upon the acreage of the Premises, include:** If the size of the Premises is reduced, then STATE will adjust the permit fee during the period of such change to a sum computed in proportion to the change in acreage.] **[If the annual permit fee stated in Section 5 is based on AUM, include:** If the duration of the grazing period or number of livestock required or permitted on the Premises is reduced, STATE will adjust the permit fee during the period of such change in proportion to the change in AUM.] If the permit fee is reduced as provided in this Section 35(b), then STATE shall credit any prepaid unearned permit fee to the next permit fee payment then due from PERMITTEE or return any prepaid unearned permit fee to PERMITTEE.

Commented [A7]: Operations plan should specify minimum and maximum

Commented [A8]: Choose whichever applies. Acres or AUM, based on the IFB or RFP.

PERMITTEE shall reasonably coordinate with STATE in connection with the relocation of the Premises to a new location within property of STATE and any other change(s) pursuant to this Section 35(b).

FAILURE TO PERFORM

36. In the event of the failure, neglect, or refusal of PERMITTEE to do or perform any act or thing in this Permit provided to be done or performed by PERMITTEE, STATE shall, at its option, have the right to do and perform the same, and PERMITTEE hereby covenants and agrees to pay STATE the costs and expenses thereof on demand, together with interest on such sums at the highest rate allowed by law from the date of demand until paid in full.

MINERAL RIGHTS

37. PERMITTEE agrees not to interfere in any way with the interests of any person or persons that may presently, or in the future, hold any right, title or interest in or to oil, gas, oil shale, coal, phosphate, sodium, gold, silver or any other mineral deposits in, upon or under the Premises; nor shall PERMITTEE in any way interfere with the rights of ingress and egress of said interest holders. Access rights to prospect for, mine or remove minerals shall be designated at specific location(s) as reasonably agreed upon by STATE, PERMITTEE and the interest holder(s), with the intent of causing the minimum amount of disruption to PERMITTEE's use of Premises.

DISPOSITION OF PERMITTEE'S IMPROVEMENTS

38. During the Term of this Permit, ownership of any structures and/or improvements constructed on the Premises by PERMITTEE shall be vested in PERMITTEE. Any such construction is subject to the requirements of Section 33. At the expiration or termination of this Permit, all structures and/or improvements constructed on the Premises by PERMITTEE shall vest in STATE, unless STATE elects to require PERMITTEE to remove them. PERMITTEE shall deliver said structures and/or improvements to STATE in good condition and repair, reasonable wear and tear excepted, without compensation to PERMITTEE or any third party, free and clear of all claims to or against them or the Premises. PERMITTEE shall indemnify, defend and

hold STATE harmless from all liabilities, losses, costs, damages or expenses arising from such claims or from the exercise by STATE of its rights under this section.

Equipment and other property placed in, upon, or under the Premises or its appurtenances by PERMITTEE shall remain the property of PERMITTEE and shall be removed by PERMITTEE, at its sole cost and expense, upon the expiration or termination of this Permit.

Should PERMITTEE fail to do so by the date of such expiration or termination, STATE may remove and store such property at the risk of PERMITTEE, and all costs and expenses of such removal and storage shall be paid by PERMITTEE on demand, together with interest at the highest rate allowed by law from the date of demand until paid in full; provided, however, upon expiration or termination of this Permit, PERMITTEE may, with the written consent of STATE, abandon in place any and all of said equipment, whereupon title to said equipment as abandoned by PERMITTEE shall vest in STATE.

If STATE so elects, PERMITTEE at its cost shall remove any structures and/or improvements constructed by PERMITTEE and restore the Premises to the condition that existed as of the Commencement Date. Such removal and restoration shall be completed by the end of the Term, or within sixty (60) days after notice of election is given, whichever is later. Should PERMITTEE fail to do so, STATE may remove the same at the cost and expense of PERMITTEE, which shall be payable upon demand by STATE, together with interest at the highest rate allowed by law from the date of demand until paid in full.

The obligations of Permittee under this Section 38 shall survive the expiration or termination of this Permit.

**EASEMENTS AND
RIGHT OF WAY**

39. This Permit is subject to all existing easements and rights of way. STATE reserves the right to grant additional easements as STATE determines may be necessary or appropriate and PERMITTEE hereby consents to the granting of any such easement. STATE will use reasonable efforts to require the easement grantee to reimburse PERMITTEE for any damage caused by any construction work on the Premises.

**WASTE/
NUISANCE**

40. PERMITTEE shall not use the Premises or permit any other person to use the Premises or any part thereof, nor allow any person access to the Premises, for any use which constitutes waste, nuisance, or an unreasonable annoyance to STATE. PERMITTEE shall, at all times during the Term, at its sole cost, do all things necessary to maintain the Premises in a clean and sanitary manner and will not use, or permit any other persons to use the Premises for disposal or storage of any hazardous or noxious products, except as may otherwise be approved in writing by the STATE.

**BURNING
PROHIBITION**

41. No burning is allowed on the Premises without prior written consent of STATE. PERMITTEE shall carry out any burning operations on the Premises pursuant to the Operations Plan and all applicable Laws and at PERMITTEE's own cost and expense. PERMITTEE shall reimburse STATE all firefighting costs incurred by STATE for extinguishing any fire resulting from any use of the Premises under this Permit.

SIGNS

42. No signs are to be placed or installed on the Premises without the prior written approval of STATE, including as to placement, size, color, and wording. STATE shall not unreasonably withhold approval of one sign identifying PERMITTEE near the

entrance of the Premises. PERMITTEE shall obtain any and all permits and approvals as may be required for PERMITTEE to place any sign on the Premises.

FENCING

43. PERMITTEE shall, at its sole cost and expense and subject to the prior written approval of STATE, provide and maintain in good condition and repair at all times, necessary boundary fences to control ingress and egress of livestock and prevent trespass on or from the Premises. STATE does not warrant the existence of required fences in and around the Premises.

Such fences, corrals, and cross fences that are now installed may not be the property of STATE and STATE does not warrant their ownership, condition or availability for PERMITTEE's use. PERMITTEE may, with prior written approval of STATE, at PERMITTEE's sole cost and expense, provide other fencing not inconsistent with STATE's use of the Premises and State Property. Such other fences so installed by PERMITTEE shall remain the property of PERMITTEE and shall be removed by PERMITTEE upon the expiration or termination of this Permit, except that with the prior written approval of STATE such fences may remain in place and shall become the property of STATE upon expiration or termination of this Permit.

**RODENT/
PREDATOR
CONTROL
PEST
CONTROL**

44. PERMITTEE shall not implement any rodent or predator control activity on the Premises without the prior written approval of STATE.

45. (a) PERMITTEE shall at all times cooperate with the County Agricultural Commissioner and the State Department of Food and Agriculture relative to the prevention, control and eradication of any pest or disease which might do material damage to the Premises or other adjacent property.

(b) Should PERMITTEE desire to use pesticides on the Premises, such use must comply with all applicable Laws, including those of the United States Environmental Protection Agency (EPA), California Department of Pesticide Regulation and county or counties in which the Premises is located. Prior approval for use of pesticides must also be received from STATE, as not all EPA-approved pesticides may be used on STATE property. For the purposes of this Permit, the definition of "pesticide" shall be the same as that found in California Food and Agricultural Code Section 12753, as that section may be amended or superseded. No aerial application of pesticides will be permitted unless specifically approved by STATE, in writing, prior to any application. PERMITTEE shall submit Form DFW-679 (available from the STATE Representative) to the STATE Representative by February 1st of each year in which PERMITTEE desires to use pesticides. STATE will consider requests from PERMITTEE for the allowance of emergency pesticide application unanticipated in the annual Form DFW-679. Should management of the Premises necessitate an emergency pesticide application deemed necessary by STATE, PERMITTEE shall submit to STATE additional Form DFW-679s, at least seven (7) days prior to the application of pesticides. STATE reserves the right to disapprove the use of any pesticide.

(c) PERMITTEE shall obtain all local, state, or federal permits required, including restricted pesticide use permits, and comply with all conditions of those permits. PERMITTEE shall submit a copy of each permit to the STATE Representative promptly after PERMITTEE obtains it.

WAIVER

46. (a) The exercise by STATE of any right, option or privilege existing at law, in equity or by virtue of this Permit shall not preclude STATE from exercising any and all other such rights, options and privileges, and STATE's failure to exercise any such right, option or privilege shall not be deemed a waiver thereof, nor shall it relieve

PERMITTEE from its obligations to observe and perform each and every term, covenant, provision and condition on its part to be observed and performed pursuant to the provisions of this Permit or as required by law, nor shall it relieve PERMITTEE from damages and other remedies for its failure to perform or meet its obligations to STATE.

(b) The waiver by STATE of any breach of any term, covenant, provision or condition of this Permit by PERMITTEE shall not be deemed to be a waiver of such term, covenant, provision or condition nor any subsequent breach of the same, or any other term, covenant, provision or condition of this Permit. The subsequent acceptance by STATE of payment or other performance required by this Permit shall not be deemed to be a waiver of any preceding breach by PERMITTEE of any term, covenant, provision, or condition of this Permit, regardless of STATE's knowledge of such preceding breach at the time of its acceptance of such payment or performance.

(c) Notwithstanding anything in this Section 46 to the contrary, STATE may waive any term, covenant, provision or condition of this Permit, or any known breach thereof, and STATE may waive any of its known rights, options or privileges; provided, however, such waiver must be express and not by implication and must also be in writing duly executed by STATE and delivered to PERMITTEE.

SEVERABILITY

47. If any term, covenant, condition or provision of this Permit or application thereof shall, to any extent, be invalid or unenforceable as determined by a court of competent jurisdiction, the remainder of this Permit shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

AUDIT

48. PERMITTEE agrees that STATE, the Department of General Services, the Bureau of State Audits, or their designated representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Permit. PERMITTEE agrees to maintain such records for possible audit for a minimum of three (3) years after the expiration or termination of this Permit unless a longer period of records retention is stipulated. PERMITTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PERMITTEE agrees to include a similar right of STATE to audit records and interview staff in any subcontract related to performance of this Permit (Public Contract Code Section 10115 *et seq.*, Title 2 California Code of Regulations Section 1896). PERMITTEE shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation set forth in Public Contract Code Section 10115.10.

UNDERSTANDING OF PERMIT

49. This Permit contains the entire understanding of the parties and the parties agree that there is no other written or oral understanding between the parties in respect to the Premises or this Permit.

MISCELLANEOUS

50. (a) Whenever words or provisions imposing an obligation or duty on either party are used herein, such words or provisions shall have the same force and effect as though phrased in the form of an express covenant.

(b) The language in all parts of this Permit shall in all cases be construed simply and according to its fair meaning and not strictly for or against either of the parties.

(c) PERMITTEE shall conduct the activities authorized by this Permit on and in connection with the Premises with due diligence and efficiency.

(d) The term "**Laws**" as used in this Permit, shall mean all valid laws, statutes, ordinances, rules, orders and regulations promulgated or issued by federal, state, municipal, local and administrative authorities.

- AUTHORITY** 51. If PERMITTEE is a corporation, limited liability company or other entity, each individual executing the Permit on behalf of PERMITTEE represents and warrants that he/she is duly authorized to execute and deliver this Permit on behalf of PERMITTEE in accordance with a duly adopted resolution or other appropriate action of the Board of Directors or governing body of PERMITTEE, and that this Permit is binding upon PERMITTEE in accordance with its terms. PERMITTEE shall, concurrently with the execution of this Permit, deliver to STATE a certified copy of the resolution of the Board or other action authorizing the execution of this Permit.
- MUTUAL CONSENT** 52. Notwithstanding anything to the contrary in this Permit, the provisions of the Permit may be altered, changed, or amended only by mutual written consent of the parties hereto.
- COUNTERPARTS** 53. This Permit may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument.
- BINDING** 54. The terms of this Permit and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto, subject to the limitations on assignment and transfer in this Permit.
- SECTION HEADINGS** 55. All section headings contained in this Permit are for convenience of reference only and are not intended to define or limit the scope of any provision of this Permit.
- TIME OF ESSENCE** 56. Time is of the essence of each and all of the provisions, covenants and conditions of this Permit.
- EXHIBITS** 57. The following Exhibits are attached to and incorporated by reference in this Permit:
Exhibit "A" – Map Showing Premises
Exhibit "A-1" – Description of Premises
Exhibit "B" – Operations Plan
If there is any conflict between the provisions of this Permit and any Exhibit, the provisions of this Permit shall govern and control.

Attach Signature Page (Separate File)

Add, and alter as needed, the appropriate DFW587 Signature block:

- **DFW587 Signatures Exempt from DGS.docx, or**
- **DFW587 Signatures Including DGS.docx**

SAMPLE

EXHIBIT "A"

Map Showing Premises

[Attach Map]

SAMPLE

EXHIBIT "A-1"

Description of Premises

[Attach Legal Description of Premises]

SAMPLE

EXHIBIT "B"

Operations Plan

[Attach Operations Plan]

SAMPLE