

Agreement No. [NUMBER]

**Cattle Grazing Land Lease Agreement
within the
Lower Dry Creek Floodplain**

THIS LEASE is entered into by and between the SACRAMENTO AREA FLOOD CONTROL AGENCY, hereinafter referred to as "SAFCA" or "Lessor", and [NAME], hereinafter referred to as "Lessee".

RECITALS

WHEREAS, SAFCA has determined that it is desirable to retain a qualified firm or individual Grazer to lease and operate an ecologically and economically viable cattle operation on certain SAFCA-managed lands located in the Rio Linda area, within Sacramento County, California; and

WHEREAS, SAFCA issued a Request for Proposals for these services; and

WHEREAS, Lessee by reason of the Lessee's qualifications, experience and facilities for performing the type of services contemplated herein has proposed to provide the desired services; and

WHEREAS, SAFCA Resolution [RESO#], authorizes the Executive Director to enter into an Agreement for said services with Lessee; and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, SAFCA and Lessee agree as follows:

AGREEMENT

1. DESCRIPTION OF PREMISES. Lessor leases to Lessee, and Lessee hires from Lessor, for use as a pasture for cattle grazing on the terms and conditions set forth in this Lease, the premises with the appurtenances, if any, situated in the County of

Sacramento, State of California, and depicted in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as "the Premises"). Only the areas of the Premises designated as Units 1, 2, 3, 4, 6, 7, 12a, 12b, 13, 15, and 16 on Exhibit A shall be available for cattle grazing.

2. **DISCLAIMER OF WARRANTY - SOIL SUITABILITY.** Lessor makes no warranty of the soil's suitability for growing pasturage.

3. **ENTRY BY LESSOR.** Lessee shall permit Lessor and its agents and assigns, at all times, to enter the Premises and to use the roads established on the Premises, now or in the future, for the purposes of inspection, monitoring and maintenance of habitat, compliance with the terms of this Lease, exercise of all rights under this Lease, posting notices, and all other lawful purposes. Lessee shall supply Lessor, and its agents and assigns, with keys and other instruments necessary to affect entry on the Premises. Lessor also reserves the right to enter the Premises at any time to accomplish topographic, geotechnical, cultural and environmental surveys and studies.

4. **CONDITION OF PREMISES.** By entry under this Lease, Lessee accepts the Premises in their present condition; and agrees, on the last day of the term or on sooner termination of this Lease, to surrender the Premises to Lessor in the same condition as when received, reasonable use, wear and damage by fire, act of God, or the elements excepted, and remove all of Lessee's property from the Premises.

5. **TERM.** Unless sooner terminated, the term of this Lease shall be for the period from March 1, 2021 through February 29, 2024. Thereafter, this Lease may be extended with up to 2 one-year extensions. Lessee has the option to cancel at any time by giving Lessor at least three (3) months written notice of the exercise of such option. Lessor also has the option to cancel at any time by giving Lessee at least six (6) months

written notice of the exercise of such option.

6. RENT. The Premises shall be used by Lessee only for pasturage of cattle. The rental payable by Lessee to Lessor for that use of the Premises shall be two thousand dollars (\$2,000) per year, payable to Lessor in two semiannual installments on or before the initiation of grazing and then on January 30th and July 30th of each year thereafter. Any occupancy by the Lessee for a fractional part of a year shall be at a rate of one hundred sixty-eight dollars (\$168) per month. The amount of rent charged has been discounted from ordinary market rental rate to reflect the fact that Lessee's use of the Premises is limited by the terms of the Range Management Plan attached hereto as Exhibit B, the Conservation Easement attached hereto as Exhibit C, and the Flood Control Easement attached hereto as Exhibit E. Lessee acknowledges and agrees that he will, from time to time, be required to remove his cattle from the Premises, move his cattle between grazing units on the Premises, and/or limit grazing to ensure compliance with the Range Management Plan, the Conservation Easement and the Flood Control Easement and any amendments to those documents. In the event of forage loss due to extreme drought or wildfire, a credit may be applied to the next lease payment based on prorated based on animal unit months (AUMs) of lost grazing use below 711 AUMs at a rate of \$2.81 per AUM.

7. TAXES. All possessory interest and personal property taxes, if any, shall be paid by Lessee.

8. USE. The Premises are leased to Lessee for the pasturing of cattle. Lessee shall not use, or permit to be used, any part of the Premises for any purpose other than the purposes for which the Premises are leased. All operations incident to this use of the Premises shall be carried out according to the above-cited Range Management Plan, Conservation Easement, and Flood Control Easement, as well as any amendments to those documents. If Lessee fails

to comply with the terms of the Range Management Plan, the Conservation Easement and/or the Flood Control Easement or any amendments thereto, Lessor reserves the right, after having given fourteen (14) days' written notice, to take necessary remedial measures at the expense of Lessee for which Lessee agrees to reimburse Lessor on demand. Livestock will be limited to cattle of various classes. Up to 3 horses may also be grazed on the Grazing Properties if they are used for cattle management.

Lessee shall not commit, or suffer to be committed, any waste on the leased Premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased Premises or use the leased Premises for any unlawful purpose.

Lessee acknowledges and agrees that he will conduct limited and carefully controlled cattle grazing of three grazing units located north of the North Levee (designated "Units 1 through 3" on Exhibit A). This controlled grazing will be conducted at Lessor's discretion and under the direction of Lessor and the Preserve Manager retained by Lessor. Lessee shall be responsible for providing water for cattle as necessary during his use of the premises, in particular during the above-described controlled grazing of Units 1, 2 and 3, as well as Units without access to perennial streams, including Units 7, 12a, 12b, 13, 15, and 16. Grazing on all units will achieve a target Residual Dry Matter level of less than 1,400 pounds per acre and greater than 800 lbs per acre on an air-dry weight basis. Lessee acknowledges and agrees that the use of the Premises is subject to and may be limited by Lessor's authority to allow recreation on the Premises. For example, Lessor may in the future permit recreational uses in the area designated "Multi-Purpose Trail Exclusion" on Exhibit A and/or obtain approval for other recreational uses on the premises. Lessor may exclude cattle from areas used for recreation and may, as a result, limit the area available to Lessee for grazing. In the event of such exclusion of cattle, Lessor and Lessee shall negotiate an appropriate adjustment to Lessee's rent. Lessor shall provide Lessee at least three (3) months notice if cattle grazing activities need to be modified as the result of Lessor's plans to allow recreational uses on the

Premises.

9. HUNTING RIGHTS. Lessee shall have no right to hunt upon or discharge firearms within the Premises.

10. MAINTENANCE. Lessee shall care for the Premises and maintain them in the same order and condition in which received, ordinary wear and tear excepted. Lessee shall not be responsible to repairing any damage caused by parties operating and maintaining levees on the Premises. Lessee's maintenance responsibilities shall include routine minor repair of all fences on the Premises (e.g., repair and replacement of barbed wire spanning less than ten (10) contiguous posts). Lessee shall not be responsible for repair or replacement of fence posts unless Lessee caused the damage to such posts. Lessor will assist Lessee with fence maintenance obligations as follows: (1) the Preserve Manager retained by SAFCA or other SAFCA representatives will accompany Lessee on a field inspection of fence conditions when Lessee deems necessary; (2) if fence inspections reveal that major fencing repair is needed as the result of damage not caused by Lessee, Lessor shall work with Lessee to arrange for such fencing repair to be at Lessor's expense.

11. INDEMNITY AND HOLD HARMLESS. Lessee shall assume all responsibility for his activity and operation and shall bear all losses and damages directly or indirectly to him or to the Lessor that are the result of the performance or character of the operation, unforeseen difficulties or accidents of occurrences arising directly or indirectly from Lessee's activities or operations. Lessee shall assume the defense of and indemnify and save harmless Lessor and its officers and employees, designated volunteers and consultants for all claims, loss, damage, injury, and liability of every kind, nature and description directly or indirectly arising from his activities and operations under this Lease.

Acceptance of the Insurance Certificates required under this Lease does not relieve the Lessee from liability under this Indemnity and Hold Harmless clause.

12. INSURANCE AND LIABILITY.

A. Insurance. At all times during the term of the Lease, Lessee shall maintain liability and other insurance in the form and in the amounts specified in Exhibit D, attached hereto and incorporated herein by this reference. Notwithstanding any provision of Exhibit D, Lessee shall only be required to maintain workers compensation insurance when and if Lessee has employees.

B. Lessor shall have no liability for loss or damage to Lessee's livestock, equipment or structures. In the event that Lessee's livestock, equipment or structures placed or installed on the Premises are damaged in any way, irrespective of the cause, Lessor shall not be liable therefore and Lessee shall have no claim or right against Lessor for the costs of repair or replacement. This clause is intended as a complete release of liability in favor of Lessor, including without limitation all claims whether known or unknown, liquidated or unliquidated, contingent or absolute. Lessee has knowledge of and understands the terms and effect of California Civil Code Section 1542 which states:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected the settlement with the debtor.

Lessee voluntarily waives the benefit of the terms of that statute.

C. Lessor shall have no liability for loss or damage to Lessee due to flooding of the Premises. Lessee is hereby notified and acknowledges that Lessee is aware that the Premises lie within the Dry Creek Floodway and are therefore subject to flooding during periods of high water. Lessor shall have the right to flow over, upon and across, without recourse by Lessee for compensation for past, present or future damage therefrom, any and all waters which may from time to time inundate the premises.

13. REMEDIES OF LESSOR ON DEFAULT. If Lessee breaches this Lease, Lessor shall have the right of re-entry, after having given fourteen (14) days' written notice and the right to take possession of the Premises, and to remove all persons and property from the Premises. Lessor may store any property removed in a public warehouse or elsewhere at Lessee's expense and for his account.

No re-entry or taking possession of the Premises by Lessor shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Lessee or the Lease is declared to be terminated by a court of competent jurisdiction.

14. ASSIGNMENT OR SUBLETTING. Lessee shall not assign this Lease or any rights under it, and shall not sublet the entire or any part of the Premises, or permit any other person (the agents and servants of Lessee excepted) to occupy or use the entire or any portion of the Premises, without first obtaining Lessor's written consent. A consent to one assignment, subletting, occupation or use by another person is not a consent to a future assignment, subletting, occupation or use by another person. An assignment or a subletting without Lessor's consent shall be void, and shall at Lessor's option terminate this Lease. No interest of Lessee in this Lease shall be assignable by operation of law without Lessor's written consent.

15. WAIVER. The waiver by Lessor of the breach of any term, covenant, or condition contained in this Lease shall not be treated as a waiver of such term, covenant or condition, or as a waiver of a future breach of the same or any other term, covenant or condition contained in this Lease.

16. NOTICES. Any notice to be given to either party by the other shall be in writing and shall be served either personally or by registered or certified mail addressed

as follows:

Lessor: Sacramento Area Flood Control Agency
Jason Campbell, Deputy Executive Director
1007 7th Street, 7th Floor
Sacramento, CA 95814

Lessee: [NAME]
[ADDRESS]
[CITY, STATE ZIP]

IN WITNESS HEREOF, THE PARTIES HERETO have executed this Pasture Lease to be in effect as of the date last signed below.

Lessor:
Sacramento Area Flood Control Agency

By: _____ Date: _____
Richard M. Johnson Executive Director
Sacramento Area Flood Control Agency

Approved as to Form:

By: _____ Date: _____
Jeremy D. Goldberg, Agency Counsel
Sacramento Area Flood Control Agency

Lessee:
[NAME]

By: _____ Date: _____
[NAME]

List of Exhibits

Exhibit A
Drawing of Premises

Exhibit B
Range Management Plan
(including 2003 amendment: described in May 6, 2003
letter from SAFCA to the U.S. Fish and Wildlife Service)

Exhibit C
Conservation Easement

Exhibit D
Insurance Requirements

Exhibit E
Flood Control Easement

Exhibit F
Request for Proposals
RFP 2021-001

