

## Point Reyes National Seashore

### PORE-INTERIM LEASE-2209

This Interim Lease is made and entered into by and between the United States Department of the Interior, National Park Service, Point Reyes National Seashore ("Lessor or Permitter") and Joe Lunny, Kevin Lunny, Nancy Lunny, Brigid Lunny, Patrick Lunny, Sean Lunny ("Lessee or Permittee"). These individuals have been approved by the National Park Service as Permittees to AGRI-8530-2600-5004.

This Interim Lease incorporates by reference and hereby extends the rents, terms, and conditions of the attached Lease/Permit(s) AGRI-8530-2600-5004. By executing this Interim Lease, Lessees expressly agree that they are bound by and will comply with the rents, terms and conditions of the attached Lease/Permit(s) as modified by this Interim Lease.

#### **Modified Terms for AGRI-8530-2600-5004:**

**Exhibit A is revised by replacing it with the Exhibit A (dated June 24, 2022) attached to this Interim Lease and incorporated herein by reference.**

**Exhibit B of AGRI-8530-2600-5004 and Attachment Grazing Plan are removed, and the relevant information is now included in the revised Exhibit A.**

Attachment Grazing Plan is removed as it was specified for the period of time April 1, 2007 to December 4, 2007.

#### **The cover sheet is revised to read:**

*"is hereby authorized during the period from 12:00 a.m. on September 15, 2022 to 11:59 p.m. on September 14, 2024 to use the following lands or facilities in the above named area:*

*1151 Acres of land and facilities on the former RCA Tract 02-166, as depicted on Exhibit A, Range Map*

*For the purpose(s) of:*

*Grazing cattle based on a carrying capacity of 1080 AUMs (90 Animal Units) and residential use only in association with the operation of the beef cattle ranch."*

#### **Article 8A. is revised to read:**

*Permittee intends to use the Premises for continuation of a beef cattle operation and the phase out of silage production. Permitter hereby approves these uses and no changes to the designated uses shall be permitted.*

**A new Article 8E. is added to the Permit to clarify that implementation of Management Activities for ranch operations are included in Appendix F of the General Management Plan Amendment:**

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

**A new Article 8F is added to the Permit to reflect the Biological Opinions and reporting requirements that are now in effect:**

*Operations under this Permit are subject to the conditions outlined in the U.S. Fish and Wildlife Service (USFWS) Biological Opinion for the General Management Plan Amendment, dated June 4, 2021, and the National Marine Fisheries Service Biological Opinion for the General Management Plan Amendment dated March 18, 2021 and to the related reporting requirements included as sections 3(e)(1) and 3(e)(2). These documents are available upon the Permittee's request.*

**A new Article 8F(1) is added to the Permit:**

*For the US Fish and Wildlife Service Biological Opinion, Permittee shall report to NPS by November 1 of each year the following:*

- a. individual Management Activity projects under GMPA Appendix F conducted over the past calendar year on the Premises;*
- b. pertinent information concerning the success of meeting Avoidance and Minimization Measures for Management Activities taken on the Premises;*
- c. an explanation of failure to meet such measures, if any;*
- d. any incidental take of federally listed species under this biological opinion for that given year; and*
- e. condition of all stock ponds on the Premises.*

**A new Article 8F(2) is added to the Permit:**

*For the National Marine Fisheries Service Biological Opinion, Permittee shall report to NPS by November 1 of each year the following:*

- a. for fencing: the dates of monitoring and extent of repairs conducted to maintain riparian fencing identified in Exhibit A; linear feet monitored; linear feet of any occurrences of breaching or disrepair; date(s) that breaching or disrepair was discovered; and specific dates actions were taken to repair riparian fencing;*
- b. a brief description of any ranch infrastructure activities (i.e., Management Activities from GMPA Appendix F) implemented on the Premises;*
- c. a summary of vegetation management, required NRCS Conservation Practice Standards, and mitigation measures that apply to any implemented Management Activities; and*
- d. identification of any roads that have signs of persistent erosion.*

**Article 15 is amended to include a requirement that Permittee provide NPS with copies of documents submitted to the Regional Water Quality Control Board (RWQCB) as applicable:**

*Potential sources of nonpoint source pollution associated with this Permit include soil erosion and animal waste. The Permittee shall comply with all Applicable Laws regarding nonpoint source pollution (including the protection of beneficial uses of waters as designated by the State of California). Permittee shall conduct all water quality monitoring and reporting required by the Regional Water Board and shall submit copies of those reports to NPS within 10 days of their submittal to the RWQCB. Further, Permittee's use and occupancy of the Premises shall be designed to minimize, to the greatest extent feasible, non-point source pollution within National Park Service boundaries and on adjacent lands.*

**A new Article 15B is added to clarify that BMPs are now referred to as Management Activities:**

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

**Article 16 is amended to add the following new sentences at the end:**

*Permittee shall provide monthly actual stocking information by pasture and class of animal (cow, calf, bull) to the NPS by the 15th of the following month. The monthly reports will identify AU numbers by pasture and operation.*

**The first paragraph in Article 17 is revised as follows:**

*The Permittee may not remove tree(s) or vegetation unless expressly approved in writing by the Permitter. The Permittee shall provide specific plans to the Permitter for desired tree(s) and vegetation removal during the annual meeting or in writing during the term of this Permit.*

**A new paragraph is added to Article 17 of the permit to align vegetation-related Management Activities with the mitigation measures adopted in the GMPA Record of Decision:**

*Permittee shall conduct any vegetation-related Management Activities consistent with the mitigations listed in Appendix F of the GMPA and in consultation with the Park Range Manager.*

**Article 19 paragraph 2 is amended as follows:**

*Silage production and harvest as previously authorized under this Permit is to be phased out over a 2 to 4 year-period. The Permittee shall coordinate with the NPS to identify a*

*plan to phase out silage production and restore permanent pasture (i.e., natural or seeded grassland that is a result of natural growth and remains unplowed) on the lands identified in Exhibit A as the Forage Production/Phase Out Restoration Area. The phase out process may include silage production and harvest during the phase out period, so long as it is part of the NPS-approved phase out plan. Silage may be produced only for cattle owned by Permittee and pastured on the Premises. Lessee shall submit a silage phase-out plan to the NPS for review and approval by December 31, 2022, and the plan must be finalized by June 1, 2023. If Lessee fails to cooperate in the completion of this plan, the NPS will determine a phase out plan for Lessee to implement.*

**Article 23B. is revised to reflect the current payment cycle:**

*The annual rent under this Permit is payable in advance on a quarterly basis. Therefore, Permittee hereby agrees to pay twenty-five percent of the annual rate on or before the following months: October, January, April, and July during the Term.*

**Article 28 is revised to read:**

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

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

THE UNITED STATES DEPARTMENT OF  
THE INTERIOR, NATIONAL PARK SERVICE

Date December 21, 2022

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

Date December 20, 2022

Signed document on file  
Joe Lunny "LESSEE or PERMITTEE"

Date September 14, 2022

Signed document on file  
Kevin Lunny "LESSEE or PERMITTEE"

Date September 14, 2022

Signed document on file  
Nancy Lunny "LESSEE or PERMITTEE"

Date October 14, 2022

Signed document on file  
Brigid Lunny "LESSEE or PERMITTEE"

Date October 13, 2022

Signed document on file  
Patrick Lunny "LESSEE or PERMITTEE"

Date October 21, 2022

Signed document on file  
Sean Lunny "LESSEE or PERMITTEE"