Form 10-114
Rev. Jan. 00

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Special Use Permit

Name of Use: Residential

Date Permit Reviewed 2011
Reviewed 20
Reviewed 20
Expires 2016 (10/31)

Long Term **X**
Short Term

Permit # RESI-8530-2610-1201
Type Park Code No. #

Point Reyes National Seashore
Name of Area

Anne Murphy
[redacted]

is hereby authorized during the period **from 12:00 AM on November 1, 2011 through 11:59 PM on October 31, 2016,** to use the following described land or facilities in the above named area:

Approximately 20 Acres of Tract 02-141 (original ROP with minor modifications depicted in Exhibit A)
For the purpose(s) of:
Continued Residential use by Anne Murphy, the keeping of up to ten (10) horses and cultivation of a one (1) acre organic vegetable garden. No other agricultural activities are authorized under this permit. The annual rental rate of $18,000.00 will be billed quarterly at $4,500.00.

Authorizing legislation or other authority: 16USC1-4, 16USC459c

NEPA Compliance: CATEGORICALLY EXCLUDED _X_ EA/FONSI __ EIS __ OTHER APPROVED PLANS

PERFORMANCE BOND: Required Not Required X Amount $X.00

LIABILITY INSURANCE: Required X Not Required Amount $1,000,000.00

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the annual sum of **$18,000.00.**

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE: [redacted] 10/20/11
Signature Organization Date

Authorizing Official: Cicely A Muldoon 10/24/11
Signature Cicely A. Muldoon Superintendent Date

Additional Authorizing Official: _____
(If Required) Signature Title Date

CONDITIONS OF THIS PERMIT

1) DEFINITIONS GENERAL CONDITIONS

As used in this Permit, the following terms shall have the following meanings:

a) "Agency" means any agency, department, commission, board, bureau, office or other governmental authority having jurisdiction.

b) "Applicable Laws" includes, without limitation all present and future statutes, regulations, requirements, Environmental Requirements, guidelines, judgments, or orders of any Agency or judicial body, whether now existing or hereafter established, relating to or affecting the Premises or the use or occupancy of the Premises.

c) "Commencement Date" is as defined on the Cover Page of this Permit.

d) "Cyclic Maintenance" means (i) the performance by Permittee of all repairs, maintenance, or replacement-in-kind necessary to maintain the Premises and the existing improvements thereon in good order, condition, and repair; (ii) housekeeping and routine and periodic work scheduled to mitigate wear and deterioration without materially altering the appearance of the Premises; (iii) the repair or replacement-in-kind of broken or worn-out elements, parts or surfaces so as to maintain the existing appearance of the Premises; and (iv) scheduled inspections of all building systems on the Premises.

e) "Default" means Permittee's failure to keep and perform any of the Provisions of this Permit.

f) "Environmental Requirements" means, without limitation, all standards or requirements relating to the protection of human health or the environment such as:

a. standards or requirements pertaining to the reporting, permitting, management, monitoring, investigation or remediation of emissions, discharges, releases, or threatened emissions, releases or discharges of Hazardous Materials into the air, surface water, groundwater, or land;

b. standards or requirements relating to the manufacture, handling, treatment, storage, disposal, or transport of Hazardous Materials; and

c. standards or requirements pertaining to the health and safety of employees or the public.

g) "Expiration Date" is as defined on the Cover Page of this Permit.

h) "Hazardous Materials" means, without limitation, any material or substance, whether solid, liquid, or gaseous in nature,

a. the presence of which requires reporting, permitting, management, monitoring, investigation or remediation under any Environmental Requirement;

b. that is or becomes defined as a "hazardous waste," "extremely hazardous waste," "restricted hazardous waste," "hazardous substance," "pollutant," "discharge," "waste," "contaminant," or "toxic contaminant" under any Environmental Requirement, or any above-ground or underground storage containers for the foregoing;

c. that is toxic, explosive, corrosive, flammable, infectious, radioactive, reactive, carcinogenic, mutagenic, or otherwise hazardous to human health or the environment and is or becomes regulated under any Environmental Requirement;

d. that contains gasoline, diesel fuel or other petroleum hydrocarbons or derivatives or volatile organic compounds, or is an above-ground or underground storage container for same;

e. that contains polychlorinated biphenyls (PCBs), asbestos, asbestos-containing materials or urea

formaldehyde foam insulation; or

f. that contains radon gas.

i) "Hazardous Materials Occurrence" means any use, generation, treatment, keeping, storage, transport, release, disposal, migration, or discharge of any Hazardous Materials from, on, under or into the Premises or Point Reyes National Seashore ("Point Reyes") that causes any environmental contamination.

j) "Improvements or Alterations" means any construction that does not fall within the definition of Cyclic Maintenance.

k) "NPS" means the management officials in charge of the administration and operation of Point Reyes, including the Superintendent or his/her designee(s).

l) "Park" means, without limitation, all lands, waters and structures within the legislative boundaries of or within areas administered by Point Reyes National Seashore, all natural and cultural resources within such boundaries, and any other property within such boundaries belonging to Point Reyes. As appropriate given the context, this term also includes the visiting public and/or Point Reyes employees.

m) "Permit," means this five year instrument which contains those certain termination and revocation provisions as provided for herein.

n) "Permitted Uses" is as defined on the Cover Page of this Permit.

o) "Personal Property" means all furniture, fixtures, equipment, appliances and apparatus placed on the Premises that neither are attached to nor form a part of the Premises.

p) "Point Reyes" means Point Reyes National Seashore.

q) "Premises" is as defined on the Cover Page of this Permit.

r) "Provision" shall mean any term, agreement, covenant, condition or provision of this Permit or any combination of the foregoing.

s) "Term" is as defined on the Cover Page of this Permit.

t) "Termination Date" means the Expiration Date or such earlier date as this Permit is terminated or revoked pursuant to any Provision of this Permit.

2) <u>GENERAL CONDITIONS</u>

a) Permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

b) Damages - Permittee shall pay the United States for any damage resulting from this use which would not reasonably be Inherent In the use which the Permittee is authorized to make of the land described In this permit.

c) Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company if the permit be for the benefit of such corporation.

d) Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

e) Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

f) The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(3)]

g) Permittee will comply with applicable public health and sanitation standards and codes.

3) ACCEPTANCE OF THE PREMISES

a) Prior to entering into this Permit, Permittee has made a thorough, independent examination of the Premises and all matters relevant to Permittee's decision to enter into this Permit, and Permittee is thoroughly familiar with all aspects of the Premises and is satisfied that they are in an acceptable condition and meet Permittee's needs.

b) Permittee expressly agrees to use and occupy the Premises and all improvements thereon in their existing "AS IS" condition "WITH ALL FAULTS" and acknowledges that in entering into this Permit, Permittee does not rely on, and Permitter does not make, any express or implied representations or warranties as to any matters including, without limitation, the suitability of the soil or subsoil; any characteristics of the Premises or improvements thereon; the suitability of the Premises for the approved use; the economic feasibility of Permittee's use and occupancy of the Premises; title to the Premises; the presence of Hazardous Materials in, on, under or in the vicinity of the Premises; or any other matter. Permittee has satisfied itself as to such suitability and other pertinent matters by Permittee's own inquiries and tests into all matters relevant to determining whether to enter into this Permit and Permittee hereby accepts the Premises.

4) USE OF PREMISES

a) Permittee intends to use the Premises for: continued residential use by Anne Murphy, the keeping of up to ten horses and cultivation of a one acre organic garden. This use and no changes to this designated use shall be permitted. Permittee may neither authorize nor host activities that require a National Park Service Special Use Permit, including organized events and filming activity, upon the Premises without Permitter's prior approval and issuance of a Special Use Permit.

b) If Applicable Permittee's authorized use of the premises is subject to Permittee's good faith participation in the development and implementation of a Ranch Unit Plan that includes Best Management Practices (BMP's) designed to preserve the integrity of park resources.

c) Permittee's use and occupancy of the Premises shall be in accordance with all of the Provisions contained in this Permit and all Applicable Laws, and all liens, encumbrances, restrictions, rights and conditions of law or of record or otherwise actually known to Permittee or reasonably ascertainable by inspection or a survey. No use of land or waters beyond the boundaries of the Premises is authorized.

d) Permittee shall not engage in any activity that may be dangerous or harmful to persons, property, or the Park; that constitutes or results in waste or unreasonable annoyance (including, without limitation, signage and the use of loudspeakers or sound or light apparatus that could disturb park visitors and/or wildlife outside of the Premises); that in any manner causes or results in a nuisance; or that is of a nature that it involves a substantial hazard, such as the manufacture or use of explosives, chemicals or products that may explode.

e) The Parties hereby acknowledge and agree that Permittee's covenant that the Premises shall be used as set forth in this Section "Use of the Premises", is material consideration for Permitter's agreement to enter into this Permit. The Parties further acknowledge and agree that any violation of said covenant shall constitute a Default under this Permit.

f) Permittee's use of the land is subject to the right of the NPS to establish trails, roads and other improvements and betterments over, upon, or through said premises and further to the use by travelers and others of such established or existing trails, roads and improvements. The Permittee understands that occasional park visitors are authorized to walk or hike on the various pastures and fields included in this Permit even if no trail is formally established.

g) Permitter reserves the right for Permitter, its employees, contractors and agents to enter and to permit any Agency

to enter upon the Premises for the purposes of inspection, inventory or when otherwise deemed appropriate by the Permitter for the protection of the interests of Permitter, including Permitter's interests in any natural or cultural resources located on, in or under the Premises.

h) Permitter reserves the right at any time to close to travel any of its lands, to erect and maintain gates at any point thereon, to regulate or prevent traffic of any kind thereon, to prescribe the methods of use thereof, and to maintain complete dominion over the same; provided, however, that at all times during the Term, Permitter shall provide Permittee and Permittee's invitees with reasonable access to the Premises subject only to interruptions caused by necessary maintenance or administrative operations or by matters beyond Permitter's control.

i) Permittee hereby waives any claim for damages for any injury, inconvenience to or interference with Permittee's use and occupancy of the Premises, any loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by Permitter's exercise of its rights under this Article 4 except to the extent that the damages, expenses, claims or suits result from the willful misconduct or gross negligence of Permitter, its employees, contractors or agents; provided, further, that Permitter shall be liable only to the extent such claims are allowed under the Federal Tort Claims Act.

5) <u>TERM</u>

a) The term of this Permit ("Term") shall be for a period of five (5) years, commencing on the date hereof, November 1, 2011 ("Commencement Date") and expiring on October 31, 2016 ("Expiration Date"), or on such earlier date as provided for in this Permit.

b) Permittee shall have the right to terminate this Permit by giving six months advance written notice to Permitter. Permitter shall, at any time, have the right to revoke this Permit in accordance with the terms of 16 U.S.C. § 459c *et seq.*, or in accordance with other applicable Provisions of this Permit. Permitter also has the right to revoke this Permit for any reason in Permitter's sole discretion after first providing Permittee with one year's written notice of such revocation. Notwithstanding the foregoing sentence, if Permitter, in its sole discretion, determines that there is a significant health or safety risk to persons or property associated with Permittee's continued use or occupancy of the Premises, Permitter shall have the right to revoke this Permit after first providing Permittee with 60 days written notice of such revocation.

c) Prior to the Expiration Date of this Permit, this Permit, or a similar permit, may be offered to Permittee for an additional period.

d) If a subsequent permit is not entered into prior to the Expiration Date, the Provisions of this Permit regarding Permittee's obligations to surrender and vacate the Premises shall apply.

e) Notwithstanding the foregoing, Permitter shall have no obligation to offer a subsequent permit to Permittee if Permittee breaches any of the Provisions of this Permit or if Permittee terminates this Permit prior to its Expiration Date.

6) <u>RENTS, TAXES AND ASSESSMENTS</u>

a) The annual rental rate for this Permit shall be established by Permitter in an appraisal of the Premises ("Appraisal") and such Appraisal shall be conducted in accordance with the current version of the Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Foundation.

b) 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 rent on or before September, December, March and June for each year during the Term.

c) Rents due hereunder shall be paid without assertion of any counterclaim, setoff, deduction or defense and without abatement, suspension, deferment or reduction.

d) Permittee shall pay the proper Agency, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the Term of this Permit, are levied or assessed against the

Premises.

7) LIMITATION ON EFFECT OF APPROVALS

a) All rights of Permitter to review, comment upon, approve, inspect or take any other action with respect to the use and occupancy of the Premises by Permittee, or any other matter, are expressly for the benefit of Permitter and no other party. No review, comment, approval or inspection, right or exercise of any right to perform Permitter's obligations, or similar action required or permitted by, of, or to Permitter under this Permit, or actions or omissions of Permitter's employees, contractors, or other agents, or other circumstances shall give or be deemed to give Permitter any liability, responsibility or obligation for, in connection with, or with respect to the operation of the Premises, nor shall any such approval, actions, information or circumstances relieve or be deemed to relieve Permittee of its obligations and responsibilities for the use and occupancy of the Premises as set forth in this Permit.

8) ANIMAL UNITS

a) The authorized stocking rate of animals on the Premises is 10 horses (12.5 Animal Units for 150 AUMs annually). The carrying capacity of the Premises is determined to be four animal units. Supplemental feeding is required.

i) Animal Units at Point Reyes National Seashore are quantified as follows: 1 Horse = 1.25 AU's

b) Spot counts to determine the actual number of Animal Units being grazed may be conducted periodically by Permitter. Permittee shall use Key Areas (**Exhibit C**, Grazing Standards and Monitoring Procedures) to monitor residual dry matter ("RDM"). Permitter will obtain RDM measurements in the fall months prior to winter rains. If the RDM measurements indicate that less than an average of 1200 pounds per acre of RDM is present, Permitter may impose adjustments in stocking rates or other range management practices to improve range conditions as outlined in **Exhibit C**. The determination of whether or not overgrazing is occurring shall be made by Permitter and Permitter's decision shall be final.

c) Permitter may, at Permitter's discretion, update and modify grazing standards and monitoring procedures during the term of this Permit. Permittee shall be notified prior to implementation of monitoring changes.

9) WILDLIFE PROTECTION

a) Wildlife is an integral part of Point Reyes National Seashore. Wildlife management practices, including removal of non-native species and the restoration of extirpated native species, are in accordance with NPS legislation, the Code of Federal Regulations, and NPS Policies (NPS Management Policies 2006). Native predators, scavengers and prey are all integral to healthy native ecosystems and are protected by NPS Management Policies.

b) The occasional damage that is caused by wildlife, to fences, ranching structures, agricultural animals and livestock forage, is to be expected on permitted lands.

c) Permittee should not engage in any activity that causes harm or destroys any wildlife. Conversely, Permittee should not engage in any activity that supports or increases populations of non-native or invasive animal species.

d) On a case by case basis, the Permitter will evaluate incidences of depredation and choose a course of action. The nature of the course of action taken, if any, will be determined by the wildlife species, the extent and frequency of the damage and park-wide management objectives.

10) TREE AND VEGETATION REMOVAL

a) 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.

b) Pre approved mechanical removal of exotic invasive vegetation such as thistles, trimming and vegetation removal around structures, mowing areas that have been Park approved, and silage harvesting (if expressly approved in

the Permit) is permissible.

11) EXCAVATION, SITE AND GROUND DISTURBANCE

a) Permittee shall not cut, remove or alter any timber or any other landscape feature; conduct any mining or drilling operations; remove any sand, gravel or similar substances from the ground or watercourse; commit waste of any kind; or in any manner change the contour or condition of the Premises without the prior written approval of the Permitter. Except in emergencies, Permittee shall submit requests to conduct such activities in writing to the Permitter not less than sixty (60) days in advance of the proposed commencement date of any such activities.

b) If approval is granted, Permittee shall abide by all the terms and conditions of the approval, including provision pertaining to archaeological resources.

c) No soil disturbance of any kind may occur in the vicinity of a known archeological site.

12) RANGE MANAGEMENT PRACTICES AND CULTIVATION

a) For the purposes of this Permit, Range Improvements ("RI") include, without limitation, structural range improvements to facilitate proper grazing use and land treatments to manage vegetation or reduce erosion (such as brush and/or grass mowing, reseeding and brush burning). Permittee shall not implement any RI without the prior, express written approval of the Permitter. Permittee shall submit written requests for conducting RI not less than thirty (30) days in advance of the proposed commencement date of proposed RI. Notwithstanding the foregoing, Permittee is prohibited from conducting any brush burning. If Permittee believes that brush burning is necessary, Permittee shall submit a request therefore to Permitter and Permitter shall determine in its sole discretion whether to perform the requested brush burning.

b) While a one (1) acre organic garden is authorized, there are no other lands authorized for cultivation, haying or silage production under this document.

13) WATER RIGHTS

a) Water rights will be perfected as deemed necessary by the Permitter in Permitter's own name for water developed or used in connection with this Permit. The Permittee shall furnish Permitter such information as is necessary for the perfection of such rights, including statutory fees, and information for the management and protection of the Park. Permittee shall not perfect water rights in Permittee's own name.

14) TREATMENT OF LIVESTOCK, MANAGEMENT OF REFUSE AND CARCASSES

a) Diseased, injured, or dying animals shall be treated promptly in accordance with customary veterinary practices. Dead animals and refuse shall be promptly removed from Point Reyes and shall be disposed of in accordance with all Applicable Laws. Manure accumulating around feeding or watering stations shall be promptly removed and stored in accordance with Applicable Laws and in a manner that does not contribute to water pollution or create unsanitary or unsightly conditions. Manure may be stored for use as fertilizer provided that such storage and use is accomplished in accordance with Applicable Laws. Manure not stored in this manner shall be disposed of outside Point Reyes in accordance with Applicable Laws.

15) NONPOINT SOURCE POLLUTION AND SOIL EROSION.

a) 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). 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 or on adjacent lands. Water quality monitoring may be conducted at various locations in association with the Grazing Biological Opinion agreement with NOAA Fisheries.

b) If applicable, Permittee shall be responsible for timely implementation of water quality related Best Management Practices (BMP's) identified in the Ranch Unit Plan developed for this premises.

16) PESTICIDE AND HERBICIDE USE

a) The National Park Service utilizes Integrated Pest Management ("IPM") to treat pest and vegetation problems. The goal of IPM is to use the least-toxic, effective methods of controlling pests and vegetation. Permittee shall not use any pesticide(s) that does not comply with the IPM program. To this end, Permittee shall submit in writing to Permitter a request for the use of pesticide(s) and shall not use any pesticide(s) including rodenticide(s), topical insecticide(s) and herbicide(s) until Permittee has received an express written authorization therefor from Permitter. The Permittee shall contact the NPS for assistance with a pesticide use proposal four weeks prior to the proposed application date.

b) Permittee shall manage, treat, generate, handle, store and dispose of all pesticide(s) and herbicide(s) in accordance with Applicable Laws, including reporting requirements.

17) FIRE PREVENTION AND SUPPRESSION

a) Permittee and its employees, agents, and contractors shall, in Permittee's use and occupancy of the Premises, take all reasonable precautions to prevent forest, brush, grass, and structural fires and shall, if safety permits, assist the Permitter in extinguishing such fires on the Premises.

18) ANNUAL MEETING

a) The Parties shall meet annually during the Term of this Permit for the purposes of discussing and resolving issues of mutual concern and ensuring that Permittee is complying with the Provisions of this Permit. Any proposed changes or modifications to this Permit which are required in order to meet National Park Service requirement or objectives shall be discussed and negotiated at the Annual Meeting.

19) CYCLIC MAINTENANCE

a) Permittee shall perform all Cyclic Maintenance in accordance with the Provisions of this Permit and at Permittee's sole cost and expense. Permittee is responsible for the maintenance of all fences, buildings, corrals, and other improvements upon the Premises. All improvements and facilities used and occupied by Permittee shall at all times be protected and maintained in a safe, sanitary and sightly condition.

b) Specific maintenance requirements may be negotiated with Permittee each year as outlined in Article 18 (Annual Meeting). Cyclic Maintenance to be accomplished during the Term of this Permit includes, but is not limited to, the following:

i) Fences must be in good repair to ensure that cattle are confined at all times. Unless alternative designs are specifically approved/required by Permitter, fences shall be repaired or replaced utilizing Park approved fence designs that do not impede movement of wildlife. Abandoned fences and other decrepit improvements shall be removed from the Premises and shall be disposed of outside the Park or as directed by Permitter.

ii) Buildings shall be painted or stained periodically to maintain a neat and pleasing appearance. Roofs, sidings, doors and interiors shall be maintained and painted on a regular basis as needed. Exterior color choice shall conform to traditional styles in order to retain the historic pastoral scene.

(1) Roofs shall be inspected on at least an annual basis to assure that roofing material(s) are (i) intact, (ii) free of deterioration that would affect the structural qualities and (iii) not jeopardized by adjacent vegetation. Overhanging tree limbs and vegetation that may cause roof deterioration shall be trimmed/pruned away from the building or structure. This includes fungi or moss accumulation in or on roofing material. Repairs shall be made using the same type, style and color of existing roofing material(s). Replacement of the total roof surface shall be done in accordance with NPS specifications.

(2) Structure Siding shall be inspected on an annual basis and maintained to prevent water and moisture from entering buildings or causing deterioration of the siding material, paint, building structural integrity or appearance. Siding shall be clean and free of encroaching vegetative growth. Siding and other exterior

surfaces shall be painted every five (5) years or more often if necessary. Siding shall be painted with a minimum of one coat of primer and two coats of paint to match existing color and type of paint. Paint and thinning agents shall be stored in fireproof cabinets or disposed of according to City, County, State, and Federal Hazardous Waste Disposal Regulations. Siding shall be repaired or replaced in accordance with NPS specifications using the same size, style, type and grade of material as exists on the building/structure.

(3) Floors and floor coverings shall be inspected on an annual basis and maintained to prevent signs of displacement, deflection, water damage and abnormal deterioration. Floors and floor coverings shall be maintained to be free of objectionable deterioration and/or excessive wear. Hardwood floors, tile and linoleum coverings shall be maintained using proper sealants and waxes.

(4) All buildings/structures assigned for use under this Permit shall be inspected for insect and pest control issues on a regular schedule of not less than every five (5) years. All pest control shall be completed in full compliance with the NPS Integrated Pest Management Program, (IPMP).

iii) Permittee shall maintain all water systems on the premises from the main line including any water meter, well pump and controls to the building(s) and outlying water spigots, water troughs, faucets, and stand pipes on the Premises. Water systems shall be maintained showing no evidence of leaks and all reasonable measures have been taken to conserve water including, if applicable, through the use of water restricting/low flow devices. Permittee shall replace or repair any damage or loss to the water system within the Premises. Water system installations shall be performed by a licensed plumber/contractor and receive prior written approval of the Superintendent.

iv) Permittee shall maintain the electrical system on the premises. Permittee shall repair or replace any damage to the electrical system beyond PG&E service within the Premises including electrical lines and equipment (conduits, fuses, panels, switches, etc.). The electrical system on the premises shall be inspected on an annual basis for compliance with both the National Electrical Code and requirements of the utility provider. Electrical Systems shall be equipped with properly functioning safety equipment, overload protective devises and switches. High voltage (220v and higher) systems shall have contact points marked in accordance with National Safety Council coding standards. Any installations shall be performed by a California licensed electrician/contractor and in accordance with the National Electrical Code.

v) Permittee shall maintain all liquid petroleum gas (LPG) systems on the Premises including but not limited to tanks, valves, regulators, and piping. Natural and liquefied petroleum gas systems shall be maintained from the tank into the building(s). All installations including piping and appliances shall comply with National Fire Protection Association (NFPA) guidelines and shall be performed by a licensed California installer. LPG systems shall be inspected annually. Placement of any new or additional tank(s) is subject to written approval from the Superintendent.

vi) All Fire protection systems including alarms, sprinkler systems and extinguishers shall be inspected on an annual basis and shall remain in full operating condition at all times in accordance with City, County, State, and NFPA requirements. Installations and/or repairs shall be performed by a licensed technician/contractor.

vii) Permittee shall be responsible for removing slash buildup around fences and other facilities within the Premises so as to prevent fire and egress hazards.

viii) Existing water reservoirs shall be maintained in a safe and secure condition to prevent washouts and erosion. The NPS shall be notified prior to maintenance activities to determine potential effects to threatened and endangered plant and animal species. No new reservoirs shall be constructed or established without prior written approval of the Permitter.

ix) Non-public ranch service roads shall be maintained in a safe condition and no new roads or truck trails shall be established without prior written permission of the Permitter.

x) Permittee shall be responsible for removing litter, trash, abandoned equipment and miscellaneous debris from the Premises.

20) CONSTRUCTION OF IMPROVEMENTS OR ALTERATIONS

a) Permittee may only make those Improvements or Alterations to the Premises that relate to Permittee's use of the Premises as specified in Article 4, "Use of the Premises."

b) Permittee shall not undertake any Improvements or Alterations to the Premises (including temporary equipment or facilities) without the prior written approval of Permitter.

c) Any Improvements or Alterations undertaken by Permittee shall be performed in a good and workmanlike manner and with materials of a quality and standard acceptable to Permitter. Permittee shall also construct, install and maintain equipment and any construction facilities on the Premises in a safe and orderly manner.

d) As a prerequisite to obtaining approval for Improvements or Alterations, Permittee, at Permittee's sole cost and expense, shall submit design plans and any other relevant data for Permitter's approval.

e) Construction of Improvements or Alterations by Permittee shall be performed in accordance with all Applicable Laws, including but not limited to general planning, building, and environmental laws and approved design plans and shall be undertaken and completed at Permittee's sole cost and expense.

f) Permittee shall, upon request, furnish Permitter with a true and correct copy of any contract, and any modification or amendment thereof, with Permittee's contractors, architects, or any other consultants, engaged in connection with this Permit.

g) Permittee shall not construct any Improvements or Alterations outside the boundaries of the Premises.

h) Permitter in its discretion is entitled to have on the Premises at any time during the construction of Improvements or Alterations an inspector or representative who shall be entitled to observe all aspects of the construction on the Premises.

i) Environmental compliance required for any project will be at Permittee's sole cost and expense and shall be subject to Permitter's review and approval.

j) As set forth in Article 22, title to any Improvements or Alterations to the Premises shall be and remain solely in the Permitter.

21) PERMITS AND APPROVALS

a) Except as otherwise provided in this Permit, Permittee shall be responsible for obtaining, at its sole cost and expense, all necessary permits, approvals or other authorizations relating to Permittee's use and occupancy of the Premises.

22) PROPERTY INTEREST

a) Permit shall vest in Permittee no property interest in the premises or in the improvements thereon. Title to real property and improvements thereon, including any improvements or alterations constructed by Permittee, shall be and remain solely in Permitter. Permittee shall have no claim for any compensation or damages for the premises, the improvements thereon, or any improvements or alterations constructed by the Permittee.

b) Nothing in this Permit shall give or be deemed to give Permittee an independent right to grant easements or other rights-of-way over, under, on, or through the Premises.

c) Permitter hereby retains the sole and exclusive right to oil, gas, hydrocarbons, and other minerals (of whatsoever character) in, on, or under the Premises.

23) COMPLIANCE WITH APPLICABLE LAWS; NEPA, NHPA

a) General Compliance: As provided for in this Permit, Permittee at its sole cost and expense shall promptly comply with all Applicable Laws. Permittee shall immediately notify Permitter of any notices received by or on behalf of Permittee regarding any alleged or actual violation(s) of or non-compliance with Applicable Laws. Permittee shall, at its sole cost and expense, promptly remediate or correct any violation(s) of Applicable Laws.

b) In order to preserve the historic appearance of certain ranch structures or because of the effect of certain activities on the environment, the following additional compliance may be necessary. Where activities undertaken by Permittee require the preparation of compliance documents pursuant to the National Environmental Policy Act ("NEPA") or the National Historic Preservation Act ("NHPA") ("Compliance Activity"), Permittee shall supply all necessary information to Permitter and any Agency in a timely manner. If Permitter determines that the Compliance Activity is warranted, Permitter may elect, in its sole discretion, to (i) arrange for the preparation of NEPA and NHPA compliance with the costs of such compliance to be reimbursed by Permittee, or (ii) direct Permittee to have the NEPA and NHPA compliance prepared as directed by Permitter. Where appropriate and time and resources available, Permitter may also elect, in its sole discretion, to prepare such compliance at Permitter's expense. Permitter will prepare NEPA or NHPA documents as appropriate. Permittee shall not implement any aspect of the Compliance Activity until all applicable NEPA and NHPA requirements have been met.

24) HAZARDOUS MATERIALS; ENVIRONMENTAL HEALTH AND SAFETY

a) In connection with this Permit, Permittee, its officers, agents, employees and contractors, shall not use, generate, sell, treat, keep, or store any Hazardous Materials on, about, under or into the Premises or elsewhere in Point Reyes except in compliance with all Applicable Laws and as approved in writing by Permitter. However, Permittee shall not be obligated to obtain Permitter's approval to use, keep, or generate Hazardous Materials as necessary for the normal operation or maintenance of vehicles. Permittee agrees to be responsible for timely acquisition of any permit(s) required for its Hazardous Materials-related activities, and shall provide to the Permitter, upon request, inventories of all such Hazardous Materials and any supporting documentation, including but not limited to material safety data sheets, uniform waste manifest forms, and/or any other pertinent permits.

b) Permittee, its officers, agents, employees and contractors, shall not release, discharge or dispose of any Hazardous Materials from, on, about, under or into the Premises or elsewhere in Point Reyes.

c) If Permittee knows of or reasonably suspects or receives notice or other communication concerning any past, ongoing, or potential violation of Environmental Requirements in connection with the Premises or Permittee's activities, Permittee shall immediately inform Permitter and shall provide copies of any relevant documents to Permitter. Receipt of such information and documentation shall not be deemed to create any obligation on the part of the Permitter to defend or otherwise respond to any such notification.

d) If any Hazardous Materials Occurrence is caused by, arises from, or is exacerbated by the activities authorized under this Permit or by the use of the Premises by Permittee, its officers, agents, employees or contractors, Permittee shall promptly take all actions at its sole cost and expense as are required to comply with Applicable Laws and to allow the Premises and any other affected property to be used free of any use restriction that could be imposed under Applicable Laws; provided that, except in cases of emergency, Permitter's approval of such actions shall first be obtained.

e) The Permitter shall have the right, but not the duty, at all reasonable times and, except in the case of emergency, following at least twenty-four (24) hours advance notice to Permittee, to enter and to permit any Agency, public or private utilities and other entities and persons to enter upon the Premises, as may be necessary as determined by the Permitter in its sole discretion, to conduct inspections of the Premises, including invasive tests, to determine whether Permittee is complying with all Applicable Laws and to investigate the existence of any Hazardous Materials in, on or under the Premises. The Permitter shall have the right, but not the duty, to retain independent professional consultants to enter the Premises to conduct such inspections and to review any report prepared by or for Permittee concerning such compliance. Upon Permittee's request, the Permitter will make available to Permittee copies of all final reports and written data obtained by the Permitter from such tests and investigations. Permittee shall have no claim for any injury or inconvenience to or interference with Permittee's use of the Premises or any other loss occasioned by inspections under this Section 24(e).

f) Should Permittee, its officers, agents, employees or contractors, fail to perform or observe any of the obligations or agreements pertaining to Hazardous Materials or Environmental Requirements for a period of thirty (30) days (or such longer period of time as is reasonably required) after notice, then Permitter shall have the right, but not the duty, without limitation of any other rights of Permitter under this Permit, personally or through its agents, consultants or contractors to enter the Premises and perform the same. Permittee agrees to reimburse Permitter for the costs thereof and to indemnify Permitter as provided for in this Permit.

g) Permittee understands and acknowledges that the Premises may contain asbestos and lead-based paint. If Permittee performs any Improvements or Alterations, Permittee shall comply with all Environmental Requirements related to asbestos and lead-based paint and shall solely bear all costs associated therewith. Nothing in this Permit shall be construed to require Permittee to remove asbestos or lead-based paint unless Environmental Requirements require such removal.

h) Permittee shall indemnify, defend, save and hold Permitter, its employees, successors, agents and assigns, harmless from and against, and reimburse Permitter for, any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation, consultant fees and expert fees, that arise during or after the Term as a result of any violation of any Environmental Requirement in connection with this Permit or any Hazardous Materials Occurrence in connection with this Permit.

i) The provisions of this Article 24 shall survive any termination or revocation of this Permit. Article 25 (Insurance) of this Permit shall not limit in any way Permittee's or Permitter's obligations under this Article 24.

25) <u>INSURANCE</u>

a) Permittee shall purchase the types and amounts of insurance described herein before the Commencement Date of this Permit unless otherwise specified. At the time such insurance coverage is purchased, Permittee shall provide Permitter with a statement of Permittee insurance describing the insurance coverage in effect and a Certificate of Insurance covering each policy in effect as evidence of compliance with this Permit.

b) Permittee shall also provide the Permitter thirty (30) days advance written notice of any material change in the Permittee's insurance program hereunder.

c) Permitter shall not be responsible for any omissions or inadequacies in insurance coverage or amounts in the event such coverage or amounts prove to be inadequate or otherwise insufficient for any reason whatsoever.

d) From time to time, as conditions in the insurance industry warrant, the Permitter reserves the right to revise the minimum insurance limits required in this Permit.

e) All insurance policies required by this Permit shall specify that the insurance company shall have no right of subrogation against the United States or its employees, or shall provide that the United States is named as an additional insured.

f) All insurance policies required herein shall contain a loss payable clause approved by the Permitter which requires insurance proceeds to be paid directly to the Permittee without requiring endorsement by the United States. Insurance proceeds covering any loss of the Premises but not used to replace such losses shall be promptly paid by Permittee to Permitter. The use of insurance proceeds for the repair, restoration or replacement of the Premises shall not give any ownership interest therein to Permittee.

g) Public Liability: The Permittee shall provide Comprehensive General Liability insurance against claims arising from or association with Permittee's use and occupancy of the Premises. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such use and occupancy, but in any event, the limits of such insurance shall not be less than $300,000.00 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

h) Property Insurance: At a minimum, the Permittee shall be required to purchase Basic Form Actual Cash Value (replacement cost less depreciation) insurance coverage for all residences on the Premises. Within thirty days of issuance of the Permit, the Permittee shall be required to have the specified level of insurance in place. The Permittee shall, in the event of damage or destruction in whole or in part to the Premises, use all proceeds from the above described insurance policy to repair, restore, replace, or remove those buildings, betterments or improvements determined by the Permitter, in Permitter's sole discretion, to be necessary to satisfactorily discharge the Permittee's obligations under this Permit.

i) Permittee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. Except for specific provisions described in this Permit, no exclusion shall be permitted in any policy if it conflicts with any coverage required hereby. No approval by the Permitter of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the Permitter of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible. By requiring insurance herein, the Permitter does not represent that coverage and limits will necessarily be adequate to protect Permittee and such coverage and limits shall not be deemed as a limitation on Permittee's liability under the indemnities granted to the Permitter in this Permit. Failure of the Permitter to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Permitter to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance.

26) <u>INDEMNITY</u>

a) In addition to the indemnification contained in Article 24, Permittee shall indemnify, defend, save and hold Permitter, its employees, successors, agents and assigns, harmless from and against, and reimburse Permitter for, any and all claims, demands, damages, injuries, losses, penalties, fines, costs (including consultant fees and expert fees), liabilities, causes of action, judgments and expenses and the like for any loss of business revenue or income, any loss or destruction of, or damage to, any real or personal property, including but not limited to damage by fire or other perils, or for the death of or injury to persons, of any nature whatsoever and by whomever made, which may arise out of or be incident in any way to this Permit: the use or occupancy of the Premises by Permittee or its officers, agents, employees, or contractors; the design, construction, maintenance, or condition of any Improvements or Alterations; or any accident or occurrence on the Premises or elsewhere arising out of the use or occupancy of the Premises by Permittee or its officers, agents, employees, or contractors, whether or not the same shall be occasioned by their negligence or lack of diligence. Permittee's obligations hereunder shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by Permitter), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against the United States. Such obligation to defend and indemnify shall arise at the time such claim is tendered by the Permittee to the Permitter and shall continue until discharged through performance or judicial determination.

b) Permitter agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States by third parties for personal injuries or property damage resulting from the negligent act or omission of any employee of the United States in the course of his or her employment.

c) This Article 26 shall survive any termination or revocation of this Permit. The provisions of Article 25 (Insurance) of this Permit shall not limit in any way Permittee's obligations under this Article 26.

27) <u>LIENS</u>

a) Permittee shall have no power to do any act or to make any contract that may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion, fee interest or other estate of Permitter or of any interest of Permitter in the Premises, except for such actions or contracts contemplated and taken in accordance with this Permit.

b) Permittee shall not suffer or permit any liens known to Permittee to stand against the Premises, the improvements thereon, or any part thereof by reason of any work, labor, or services performed for or materials supplied to, or claimed to have been supplied to Permittee. If any such lien shall at any time be filed against the Premises, the

improvements thereon, or any part thereof, Permittee shall cause the same to be discharged of record within sixty (60) days after notice to Permittee of filing the same, by either payment, deposit or bond, unless such lien shall be contested. If Permittee fails to discharge or contest such lien within such period and such failure shall continue for a period of fifteen (15) days after notice by Permitter, then, in addition to any other right or remedy of Permitter, Permitter may, but shall not be obligated to, procure the discharge of the same either by paying the amount claimed to be due, by deposit in court, or by bonding. All amounts paid or deposited by Permitter for any of the aforesaid purposes, and all other expenses of Permitter and all necessary disbursements in connection therewith in defending any such action or in procuring the discharge of such lien, shall become due and payable forthwith by Permittee to Permitter upon written demand therefor.

c) Nothing in this Permit shall be deemed to be, or be construed in any way as constituting, the consent or request of Permitter, expressed or implied, by inference or otherwise, to any person, firm or corporation, for the performance of any labor or the furnishing of any materials for any improvements or alterations of or to the Premises or any part thereof, or as giving Permittee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Permitter's interest in the Premises.

28) <u>ASSIGNMENT AND SUBLETTING</u>

a) Permittee shall not assign this Permit, in whole or in part, or any property on the Premises (excepting Permittee's Personal Property), and Permittee shall not sublet the Premises or any part thereof or any property thereon, nor grant any interest, privilege or license whatsoever in connection with this Permit without the prior written approval of the Permitter.

29) <u>DEFAULTS AND PERMITTER"S REMEDIES</u>

a) This Permit is made upon the express condition that if Permittee fails to keep and perform any of the Provisions of this Permit, this Permit shall become void at the option of Permitter, provided that Permitter shall first give Permittee thirty days written notice of Permitter's intention to revoke this Permit and regain possession of the Premises. The notice shall describe the specific Default and shall state Permitter's intention to reenter the Premises and declare this Permit forfeited if such Default continues. Such notice shall be served in the manner provided in Article 35 of this Permit. If Permittee does not cure the Default or present a reasonable plan therefor within the thirty (30) day period, then Permitter shall be entitled to the possession of the Premises, and may enter into and upon the same or any part thereof and repossess the same and expel Permittee and those claiming through or under Permittee and remove their effects without being guilty of any manner of trespass and without any prejudice to any remedies that might otherwise be used for arrears of rent or preceding Default.

b) It is further agreed that all rights of Permittee under this Permit shall, at Permitter's option, be revoked upon the filing or execution of (i) a petition in bankruptcy by or against Permittee, (ii) a petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, (iii) an assignment for the benefit of creditors, or (iv) a petition or other proceeding against Permittee for the appointment of a trustee, receiver or liquidator.

c) If this Permit is revoked by Permitter prior to the Expiration Date, all of the rights of Permittee under this Permit and in the Premises shall terminate.

d) No failure by Permitter to insist upon the strict performance of any Provision of this Permit or to exercise any right or remedy upon a Default, and no acceptance by Permitter of full or partial rent during the continuance of any such Default shall constitute a waiver of any such Default or of such Provision. No Provision of this Permit and no Default under this Permit may be waived, altered or modified except by a written instrument executed by Permitter. No waiver of any Default shall affect or alter this Permit, but each and every Provision of this Permit shall continue in full force and effect with respect to any other then existing or subsequent Default.

e) At the option of Permitter, Permitter may, in lieu of revoking this Permit, assess a penalty of $100.00 per day for any failure by Permittee to keep and perform any of the Provisions of this Permit. In such case, Permittee shall be given notice in writing of a grace period (from one day to thirty days) to remedy the situation before a penalty will be assessed. Payment of any penalty under this provision shall not excuse Permittee from curing the Default.

This provision shall not be construed as preventing Permitter from issuing citations or initiating enforcement proceedings under Applicable Laws.

30) PERMITTER'S RIGHT TO CURE DEFAULTS

a) If Permittee shall fail or neglect to do or perform any act or thing provided in this Permit to be done or performed and such failure shall not be cured within the applicable grace period provided in Article 29 of this Permit, then Permitter may, but shall not be required to, do or perform or cause to be done or performed any other act or thing (entering upon the Premises for such purposes if Permitter shall so elect), and Permitter shall not be or be held liable or in any way responsible for any loss, disturbance, inconvenience, annoyance or damage resulting to Permittee on account thereof, and Permittee shall repay to Permitter upon demand the entire cost and expense thereof, including, without limitation, compensation to the agents, consultants and contractors of Permitter and related expenses. Permitter may act upon shorter notice or no notice at all if necessary in Permitter's judgment to meet an emergency situation or governmental time limitation or to protect Permitter's interest in the Premises. Any act or thing done by Permitter pursuant to this Article 30 shall not be construed as a waiver of any such Default under this Permit by Permittee or as a waiver of any Provision of this Permit.

31) ALTERNATIVE DISPUTE RESOLUTION

a) Except in the case of emergencies, prior to seeking any judicial relief relating to the rents or Provisions of this Permit, the Parties shall first meet and attempt, in good faith, to resolve their disagreement. If the Parties are not able to resolve their dispute within 30 days of the date on which the disputing Party first informed the other Party in writing of the existence of a dispute, then either Party may seek judicial relief.

32) SURRENDER AND VACATE THE PREMISES, RESTORATION

a) If a subsequent permit is not issued or upon termination of this permit Permittee shall within 90 days of the termination date, surrender and vacate the premises, remove Permittee's personal property therefrom and repair any damage resulting from such removal. Subject to the approval of the Permitter, Permittee shall also return the premises to as good order and condition (subject to ordinary wear and tear and damage that is not caused directly or indirectly by Permittee) as that existing upon the effective date.

b) All Permittee's Personal Property shall remain the property of Permittee. However, if after the Termination Date, Permittee shall fail satisfactorily to remove Permittee's Personal Property and so repair the Premises, then, at the Permitter's sole option, after notice to Permittee, Permittee's Personal Property, shall either become the property of the Permitter without compensation therefore, or the Permitter may cause it to be removed and the Premises to be repaired at the expense of Permittee, and no claim for damages against Permitter, its employees, agents or contractors shall be created or made on account of such removal or repair work.

33) HOLDING OVER

a) This Permit shall terminate upon the Termination Date and any holding over by Permittee after the Termination Date shall not constitute a renewal of this Permit or give Permittee any rights under this Permit or in or to the Premises.

34) COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

a) Permittee agrees that in undertaking all activities pursuant to this Permit, Permittee will comply with all Applicable Laws relating to non-discrimination (Exhibit D).

35) NOTICES

a) Any notice or other communication required or permitted under this Permit shall be in writing and shall be delivered by hand or certified mail with return receipt requested. Notices and other communications shall be addressed as follows:

If to Permitter:

Superintendent
Point Reyes National Seashore
Point Reyes Station, CA 94956

If to Permittee:

Anne Murphy
[redacted]

36) NO PARTNERSHIP OR JOINT VENTURE

a) Permitter is not for any purpose a partner or joint venturer of Permittee in the development or operation of the Premises or in any business conducted on the Premises. Permitter shall not under any circumstances be responsible or obligated for any losses or liabilities of Permittee.

37) ANTI-DEFICIENCY ACT

a) Permittee and Permitter agree that nothing contained in this Permit shall be construed as binding Permitter to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year in furtherance of the subject matter of this Permit, or to involve Permitter in any contract or other obligation for the future expenditure of money in excess of such appropriations.

38) NO PAYMENTS BY PERMITTER

a) Under no circumstances or conditions, whether now existing or hereafter arising, and whether or not beyond the present contemplation of the Parties, shall Permitter be expected or required to make any payment of any kind whatsoever with respect to the Premises or be under any obligation or liability except as expressly set forth in this Permit.

39) NO THIRD PARTY BENEFICIARIES

a) Except as expressly set forth in this Permit, this Permit shall not be deemed to confer upon any person or entity, other than the parties to this Permit as expressly set forth in this Permit, any third party beneficiary status, any right to enforce any Provision of this Permit, or any other right or interest.

40) NO PREFERENTIAL RENEWAL AND RELOCATION ASSISTANCE

a) Permittee hereby agrees that Permittee is not a concessionaire and that the provisions of law regarding National Park Service concessionaires do not apply to Permittee. No rights shall be acquired by virtue of this Permit entitling Permittee to claim benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

41) SEVERABILITY

a) In case any one or more of the provisions of this Permit shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Permit, and this Permit shall be construed as if such invalid, illegal or unenforceable provisions had not been contained in this Permit.

42) EXHIBITS

a) Each of the exhibits referenced in this Permit is attached hereto and incorporated herein.

43) TIME OF THE ESSENCE

a) Time is hereby expressly declared to be of the essence of this Permit and of each and every Provision of this Permit.

44) HEADINGS

a) Article, Section and Subsection headings in this Permit are for convenience only and are not to be construed as a part of this Permit or in any way limiting or amplifying the Provisions of this Permit.

45) PERMIT CONSTRUED AS A WHOLE

a) The language in all parts of this Permit shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Permitter or Permittee. The Parties acknowledge that each party and its counsel have reviewed this Permit and participated in its drafting and therefore that the rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed or applied in the interpretation of this Permit.

46) MEANING OF TERMS

a) Whenever the context so requires, the neuter gender shall include the masculine and the feminine, and the singular shall include the plural and vice versa.

47) FEDERAL LAW

a) The laws of the United States shall govern the validity, construction and effect of this Permit.

48) ENTIRE AGREEMENT AND AMENDMENT

a) This instrument, together with the exhibits hereto, all of which are incorporated in this Permit by reference, constitutes the entire agreement between Permitter and Permittee with respect to the subject matter of this Permit and supersedes all prior offers, negotiations, oral and written. This Permit may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Permitter and Permittee.

NATIONAL PARK SERVICE
Department of the Interior

EXHIBIT A

BUILDINGS AND OTHER STRUCTURES

The Premises, which are located within the Point Reyes National Seashore, are set forth on the attached site plan.

LIST OF BUILDINGS AND OTHER STRUCTURES

1. 1857 HOUSE
2. BUNK HOUSE
3. OLD DAIRY
4. HAY BARN (NOT PART OF THIS PERMIT)
5. HORSE BARN
6. GRANARY
7. STORAGE SHED
8. PIG SHED
9. WOOD SHED
10. GARAGE
11. SHOP
12. WIND BREAK
13. 1946 HOUSE RESIDENCE (NOT PART OF THIS PERMIT)

Exhibit A-1

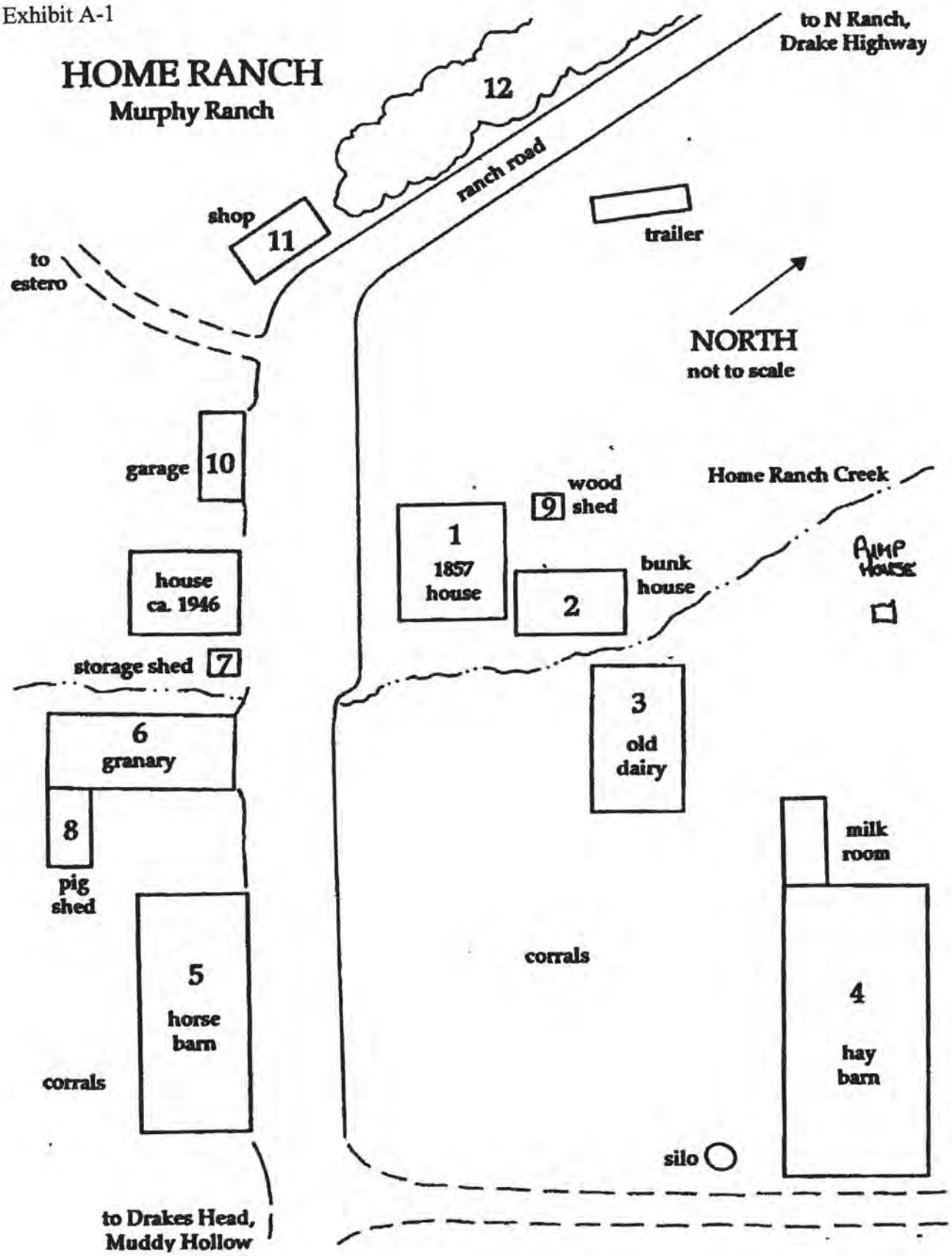
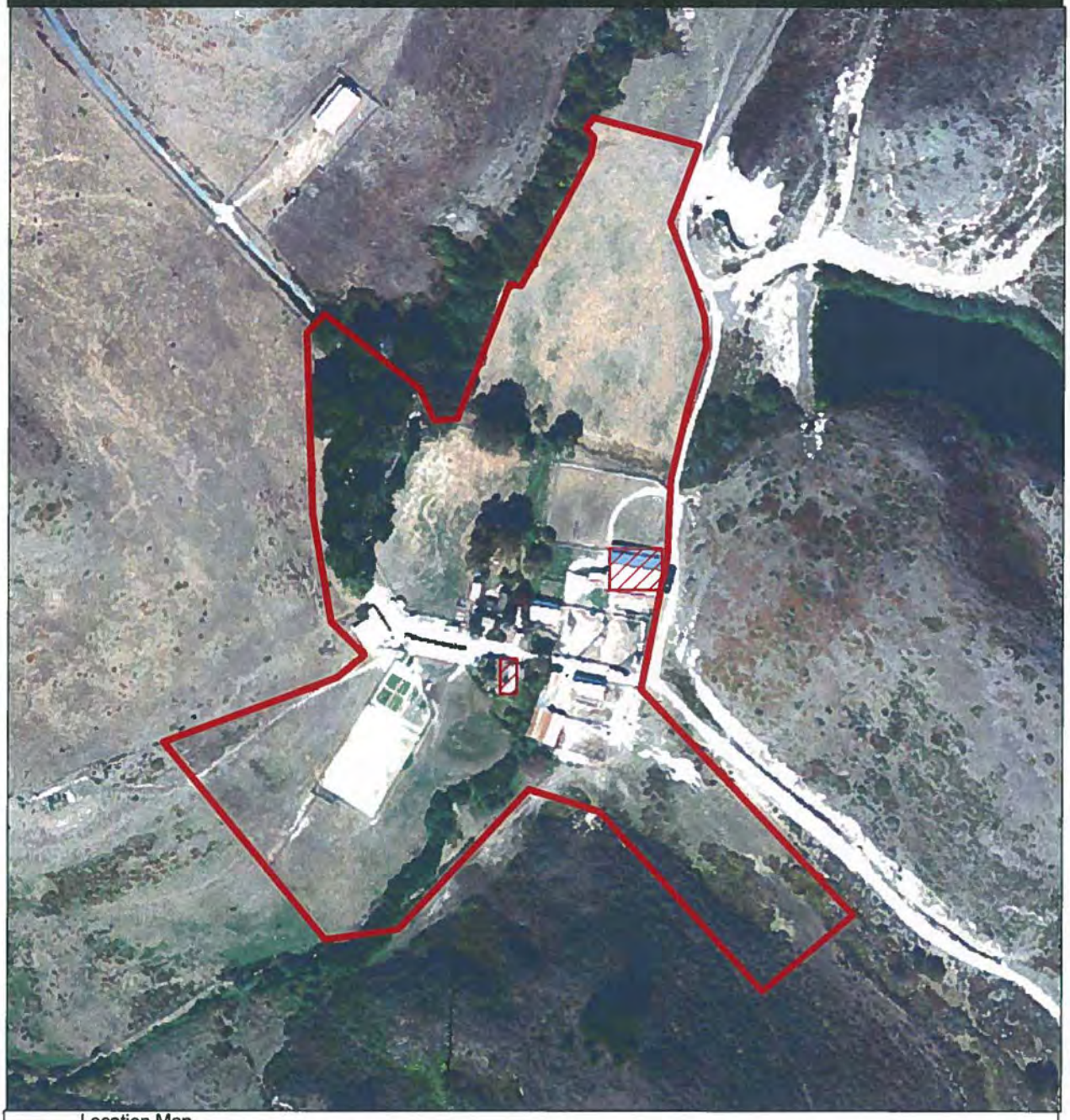

HOME RANCH
Murphy Ranch
12
to N Ranch,
Drake Highway
ranch road
shop
11
trailer
to
estero
NORTH
not to scale
garage
10
wood
9
shed
Home Ranch Creek
1
1857
house
bunk
house
2
PUMP HOUSE
house
ca. 1946
storage shed
7
3
old
dairy
6
granary
8
pig
shed
milk
room
corrals
5
horse
barn
4
hay
barn
corrals
silo
to Drakes Head,
Muddy Hollow

Exhibit B

Home Ranch SUP



Location Map

National Park Service
Point Reyes National Seashore
Marin County, CA

Buildings Not Included Under this SUP

0 125 250 375 500 Feet

N

Plot Date: 8/31/10 S:/GIS/projects1/Range/SpecialParkUses/HomeRanch.mxd

EXHIBIT C

GRAZING STANDARDS

A. Definitions

1. Proper Use

Proper use is a range management term defined as "the degree of livestock utilization of the current year's range forage growth which, if continued, will achieve management objectives and maintain or improve the long term productivity of the site" (RISC Report 1983).

2. Residual Dry Matter

Residual dry matter (RDM), sometimes called mulch residue, refers to the amount of forage plant material remaining on the range in the fall following spring and summer grazing. RDM consists of litter or dried plant material (either standing or on the ground) from the current season's growth. It does not include unpalatable forbs or weeds, woody plants, new green growth or dung. Research on California rangelands has shown the importance of RDM in protecting the soil from erosion, improving soil fertility, structure and infiltration rate, and in providing beneficial surface conditions for plant growth.

3. Key Areas

A key area is approximately 2 acres in size. It is a portion of a pasture which is selected as a monitoring point to evaluate the overall pasture conditions. Factors used in the selection of key grazing areas include:

a. Kind and class of grazing animal
b. Range site(s), representative slope, conditions and trend
c. Grazing system used of planned
d. Season of use
e. Pasture size
f. Location of fences and natural barriers, water supplies, salt and mineral block and feeding areas

Key areas have the following characteristics:

a. They consist of a single "range site" (a classification of land based on specific soil characteristics and potential natural plant community).
b. They are responsive to various management practices and reflect the results of current grazing practices.
c. They represent the average amount of use for the pasture.

Key areas are not located where livestock congregate such as around water and feed supplement facilities and loafing areas, nor are they located in little-used portions of pasture.

Ranchers will be invited to participate in the selection of key areas. Once selected they will be identified on range maps and maps associated with Special Use Permit or Agricultural (Dairy and Beef Cattle) Use Leases.

B. Monitoring Procedures:

Several procedures or techniques are needed to gather sufficient information to monitor both present

range condition and range trend over the long term. The three indicators which will be used to evaluate range condition and trend on National Park Service lands are residual dry matter, species composition changes and forage productivity.

1. Residual Dry Matter Standards and Procedures

Proper use of the mixed perennial/annual ranges in the Point Reyes area is best evaluated by measuring the amount of residual dry matter (RDM) at the end of the summer grazing period just prior to the fall rains.

RDM is important in that it improves surface conditions for plant growth by providing more organic matter in the top soil and by sheltering seedlings from the desiccating effects of sun and wind. Thus it provides a favorable micro-environment for early seedling growth and extends the season in which forage is available. RDM is also important in that it provides soil protection against erosion by reducing the impact of rain splash, slowing runoff and enhancing infiltration.

The RDM standard recommended by the Soil Conservation Service for Point Reyes and vicinity is 1200 pounds air dry weight per acre as an average for all grazed lands regardless of slope. Using 1200 pounds as an average will allow for areas of less than that amount, which will likely occur in very rocky or shallow soils and in areas where cattle tend to concentrate. In these areas 1000 pounds per acre is the minimum acceptable amount. Any pasture which has areas less than 1200 pounds per acre will need other areas with more than this amount in order to attain an overall RDM measurement of 1200 pounds per acre. High impact areas described in Section C are excluded from RDM requirements.

RDM will be measured in two types of surveys September 1 and October 15, just prior to the fall rainy season. Intensive RDM sampling is conducted on key areas using the "Double Sampling Weight Estimation Method" for measuring RDM (Wilm et al 1944). This statistically based method has been extensively field tested and is a standard range management technique for RDM measurement. The double sampling method makes possible the monitoring of many range units during the few weeks of the year which are suitable for RDM measurement. The measured results in each key area are correlated with plant species cover data in evaluating the effects of grazing management on the range resource.

RDM mapping is conducted on all rangelands throughout the ranchlands. RDM is estimated over entire pastures in terms of broad classes or "zones of utilization". The zones are defined as "severe" (0-600 lb/acre); "heavy" (600-1200 lb/acre); "moderate" (1200-1800 lb/acre); and "light" (over 1800 lb/acre). The survey consists of walking through each pasture to the extent that all acreage can be viewed, and delineating the zones of field range maps in varying colors. The intensively sampled key areas are used as reference sites to aid in visual estimation of RDM zones. This method actually depicts livestock utilization patterns and identifies and quantifies overgrazed areas.

2. Plant Species Composition

Range condition refers to the "health" of vegetation and soil on a particular site in relation to its natural potential. It is evaluated on the basis of the kinds, proportions and amounts of plants and the soil features in a given area.

Line/point composition transects are one way of measuring the kinds and proportion of plants on a site. In this method surveying tapes are laid out in a key area and individual plant species are identified and tallied at 400 random points located in relation to the tape. The resulting data is summarized in terms of the proportion of plant species present. In range management terminology this is referred to as "composition". The total percentage of plant cover, bare ground and litter is also summarized.

Plant composition transects are sampled in spring after seed heads have developed and grasses are readily

identifiable. Transects will initially be read each year to determine if the plant community is stable or changing. Changes in the proportion of desirable versus nondesirable forage species indicate whether the range condition is improving or declining in quality over a period of years. In range management terminology this is called monitoring range "trend".

3. Forage Productivity

Range condition and trend can also be evaluated by measuring forage productivity. Productivity can be defined as the weight, in pounds per acre, of palatable forage species. Productivity data supplements composition data by providing an index of plant vigor and an estimate of yield.

Forage productivity data may be used in two ways:

a. By comparing forage productivity data between pastures with similar soil characteristics, an estimate of range conditions can be obtained.

b. By comparing forage productivity data over many years (and adjusting for rainfall) a direction can be established indicating an improving or declining range trend.

C. High Impact Areas

The size and location of high impact areas allowed for each specific ranch unit shall be mutually agreed upon by the rancher and the National Park Service. Wherever possible, high impact areas will be restricted to level (less than 10% slope), well drained areas, 200 feet from perennial streams or other bodies of water. Areas near main roads and other high visitor use zones will also be avoided where possible.

It is recognized that a high degree of trampling and denudation of vegetation is unavoidable on these sites. Therefore, the "proper use" standards described above will not apply.

Examples include corrals and feedlots where livestock are confined for management purposes and permanent feeding and watering facilities.

D. Management Practices

Recommendations will be developed and implemented for any pastures which fall below the minimum standard. For example, range conditions may reflect an unusually dry winter, and an average of range conditions over several years may be used to evaluate whether or not a reduction in animal units being grazed is necessary. Additionally, improvements in range condition may be made by changes in fencing or stock water facilities to obtain better distribution of animals. Other alternatives include changing the length of time or period of grazing, changing the type and class of livestock, or transferring animals from pastures to impact areas and increasing the supplemental feed.

EXHIBIT D

FEDERAL EQUAL OPPORTUNITY LAWS

NON-DISCRIMINATION. If use of the resource covered by their lease will involve the employment by the Lessee of a person or persons, the Lessee agrees as follows:

(a) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(b) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Lessee will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Superintendent, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules and regulations, and relevant orders of the Secretary of Labor.

(e) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this lease or with any of such rules, regulations or orders, this lease may be canceled, terminated or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts or leases in accordance with procedures authorized in Executive Order No. 11245, of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessee will include the provisions of Paragraphs (l) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.