

Point Reyes National Seashore

PORE-INTERIM LEASE-2208

This Interim Lease is made and entered into by and between the United States Department of the Interior, National Park Service, Point Reyes National Seashore ("Lessor") and Tim Kehoe, Tom Kehoe, Mike Kehoe, Emily Jean Kehoe, Janelle Kehoe, Justin Kehoe, Anne Kehoe, and Timothy J. Kehoe Jr. ("Lessee"). These Lessees have been approved by the National Park Service as Lessees to AGRI-8530-1000-9001.

This Interim Lease incorporates by reference and hereby extends the rents, terms, and conditions of the attached Lease/Permit(s) AGRI-8530-1000-9001 except as amended, revised or otherwise modified below. By executing this Interim Lease, Lessees expressly agree that they are bound by and will comply with the rents, terms and conditions of the attached Lease/Permit(s) as modified by this Interim Lease.

Modified Lease Terms

Exhibit B is revised by replacing it with a new Exhibit B (dated October 11, 2022) attached to this Interim Lease and incorporated herein by reference. The new Exhibit B includes minor adjustments to the Premises to incorporate the entire authorized silage area into the Premises of AGRI-8530-1000-9001. Exhibit B depicts the authorized silage production areas.

Exhibit C is revised by replacing it with a new Exhibit C (dated October 11, 2022) attached to this Interim Lease and incorporated herein by reference.

Article 1.15 is revised to reference current ranch maps:

"Premises" shall mean the lands and improvements at 6150 Pierce Point Road, Inverness, CA 94937 consisting of approximately 650 acres of land (including 155 acres of silage) and improvements within Point Reyes National Seashore as shown on Exhibits A & B

Article 4.2 is revised as follows to clarify that BMPs are now referred to as Management Activities:

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

A new Article 4.7 is added to the Interim Lease incorporating the Biological Opinions by US Fish and Wildlife Service and National Marine Fisheries Service:

Operations under this Lease are subject to the conditions outlined in the U.S. Fish and Wildlife Service (USFWS) Biological Opinion for the General Management Plan

Amendment, dated June 4, 2021, and the National Marine Fisheries Service Biological Opinion for the General Management Plan Amendment dated March 18, 2021 and to the related reporting requirements in section 4. 8. All of these documents are available upon the Lessee's request.

Consistent with the revisions to Article 4. 7, a new Article 4.8 is added to the Lease:

- 4.8.1. *For the US Fish and Wildlife Service Biological Opinion, Lessee shall report to NPS by November 1 of each year the following:*
- A. individual Management Activity projects under GMPA Appendix F conducted over the past calendar year on the Premises;*
 - B. pertinent information concerning the success of meeting Avoidance and Minimization Measures for Management Activities taken on the Premises*
 - C. an explanation of failure to meet such measures, if any;*
 - D. any incidental take of federally listed species under this Biological Opinion for that given year; and*
 - E. the condition of all stock ponds on the Premises.*
- 4.8.2. *For the National Marine Fisheries Service Biological Opinion, Lessee shall report to NPS by November 1 of each year the following:*
- A. for fencing: the dates of monitoring and extent of repairs conducted to maintain riparian fencing identified in Exhibit B; linear feet monitored; linear feet of any occurrences of breaching or disrepair; date(s) that breaching or disrepair was discovered; and specific dates actions were taken to repair riparian fencing;*
 - B. a brief description of any ranch infrastructure activities (i.e., Management Activities from GMPA Appendix F) implemented on the Premises;*
 - C. a summary of vegetation management, required NRCS Conservation Practice Standards, and mitigation measures that apply to any implemented Management Activities; and*
 - D. identification of any roads that have signs of persistent erosion.*

Article 5.1 is revised to read:

The Term of this Lease (Term) shall be for a period of two (2) years, commencing on September 15, 2022 ("Commencement Date") and expiring on September 14, 2024 ("Expiration Date"), or on such earlier date as provided for in this Lease.

Article 5.3 is revised to read:

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

Article 6.3 is revised to read:

Annual rent under this lease is payable in advance on a semi-annual basis. Therefore, Lessee hereby agrees to pay fifty percent of the annual rental rate in October of each year during the Term and to pay the remaining fifty percent on or before April of each year during the Term.

Article 8, paragraph 1 is revised to read:

The average annual stocking rate for the dairy operation is 606 animals. For this Interim Lease and due to ongoing drought concerns, this number includes a maximum of 400 milk/dry cows, an average of 200 pastured heifers and a maximum of 6 bulls. Lessee shall provide monthly actual stocking information by pasture and class of animal (milk/dry, pastured heifer, bull, confined young stock) to Lessor by the 15th of the following month. Lessee shall provide NPS with copies of Dry Matter Intake forms and other pasture utilization information submitted as part of the organic certification. The raising of other livestock is prohibited except for a limited number of livestock raised as an accessory use, which is defined as animals raised for personal, non-commercial, non-diversification uses. Any livestock not authorized in writing by NPS as an accessory use must be removed from the Premises by December 31, 2022.

Article 10 is revised to align vegetation-related Management Activities with the mitigation measures adopted in the GMPA Record of Decision:

Lessee may not remove tree(s) or vegetation unless expressly approved in writing by the Lessor. Lessee shall provide specific plans to the Lessor for desired tree(s) and vegetation removal during the annual meeting or in writing during the term of this Lease. Lessee shall conduct any vegetation Management Activities consistent with the mitigations listed in Appendix F of the GMPA and in consultation with the Park Range Manager.

Article 12.2 is revised to read:

*The lands authorized for Forage Production (silage) are shown in **Exhibit B** (dated June 24, 2022) and have been calculated at 155 acres. Silage may only be produced for cattle owned by Lessee and authorized under the terms of this Lease. No increase in the total number of acres cultivated for silage shall be allowed. All Forage Production shall be conducted consistent with Appendix F of the GMPA.*

The second and third sentences of Article 15.1 are replaced with:

Lessee's operation is enrolled under Tier 2 of Order No. R2-2016-0031, General Waste Discharge Requirements for Confined Animal Facilities within the San Francisco Bay Region (Order 2016-0031). Lessee shall provide Lessor with copies of all compliance documents and reports that are required by or submitted to the Regional Board as required under this order.

The last sentence of Article 15.1 is removed.

The first paragraph of Article 15.2 is revised to include a requirement that Lessee provide NPS with copies of documents submitted to the Regional Water Quality Control Board (RWQCB):

Potential sources of nonpoint source pollution associated with this Lease include soil erosion and animal waste. The Lessee shall comply with all Applicable Laws regarding nonpoint source pollution (including the protection of beneficial uses of waters as designated by the State of California). Lessee shall conduct all water quality monitoring

and reporting required by the RWQCB and shall submit copies of those reports to NPS within 10 days of their submittal to the RWQCB. Further, Lessee's use and occupancy of the Premises shall be designed to minimize, to the greatest extent feasible, nonpoint source pollution within National Park Service boundaries and on adjacent lands.

Article 15.3 replaces the second paragraph of Article 15.2 to clarify that BMPs are now referred to as Management Activities:

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

A new Article 15.4 is added:

*Lessee shall conduct land application of solid and liquid waste consistent with Regional Water Quality Control Board requirements. Manure and Nutrient Management activities shall be implemented consistent with GMPA Appendix F. Authorized land application areas are identified in **Exhibit C** (dated October 11, 2022).*

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 <u>October 28, 2022</u>		<u>Signed document on file</u> Anne Altman, Acting Superintendent "LESSOR"
Date <u>October 27, 2022</u>	By	<u>Signed document on file</u> Tim Kehoe, "LESSEE"
Date <u>October 27, 2022</u>	By	<u>Signed document on file</u> Tom Kehoe, "LESSEE"
Date <u>October 28, 2022</u>	By	<u>Signed document on file</u> Mike Kehoe, "LESSEE"
Date <u>October 28, 2022</u>	By	<u>Signed document on file</u> Emily Jean Kehoe, "LESSEE"
Date <u>October 27, 2022</u>	By	<u>Signed document on file</u> Janelle Kehoe, "LESSEE"
Date <u>October 28, 2022</u>	By	<u>Signed document on file</u> Justin Kehoe, "LESSEE"
Date <u>October 27, 2022</u>	By	<u>Signed document on file</u> Anne Kehoe, "LESSEE"
Date <u>October 27, 2022</u>	By	<u>Signed document on file</u> Timothy J. Kehoe, Jr., "LESSEE"