

Hannigan, Edith@BOF

From: John Van Duyn <JohnV@wmbeaty.com>
Sent: Wednesday, August 17, 2016 2:48 PM
To: Hannigan, Edith@BOF
Subject: Grazing permit
Attachments: Sample Grazing Permit_2016.doc

Edith: Attached is a sample of the grazing permit we use. We can compare it with others at the September meeting. Thanks John

John Van Duyn
Staff Forester
W.M. Beaty & Associates
530 257-7191



GRAZING PERMIT

THIS PERMIT, dated of January 1, 2016, by and between _____, as Contract Manager for the landowner hereinafter named, whose address is, ----- California, hereinafter referred to as "Permitter", and _____, whose address is _____, hereinafter referred to as "Permittee".

WITNESSETH

THAT IN CONSIDERATION of the agreements of Permittee herein contained, Permitter agrees to permit Permittee to graze stock on the lands hereinafter referred to, from January 1, 2016 to December 31, 2016. This permit is limited solely to grazing as herein provided, and confers upon Permittee no other rights or privileges whatsoever with regard to said land. It is also subject to the paramount right of Permitter, hereby reserved to it, to use all or such portions of said land as it may from time to time desire, for all purposes except the commercial grazing of stock, any and all such rights being fully transferable by Permitter as Permitter may see fit.

The lands covered by this permit are described on Exhibit "A" and shown on Exhibit "B" attached hereto and made a part hereof containing approximately _____ acres in all.

Permittee hereby promises to pay to Permitter the sum of _____ DOLLARS (\$_____.00) payable upon execution and delivery hereof.

If not paid in full when due, any unpaid balance shall bear interest at the rate of seven percent (7%) per annum from the due date until paid.

Permittee or Permittee's representative will, prior to turning out livestock on the Permit Area, make an appointment to meet with Permitter's representative for the purpose of developing an Annual Grazing Plan. A sample Annual Grazing Plan is outlined on Exhibit "C" attached hereto.

All of Permittee's operations hereunder shall be performed in compliance with all applicable government rules and regulations and observing all of the good usages and customs practiced by the livestock industry.

Permittee further agrees not to cut, damage, or remove any timber, structures, or improvements on said land, to use his best efforts to prevent other parties from trespassing thereon, and to notify Permitter promptly of any such trespass coming to Permittee's notice.

Permittee further agrees that no improvements will be constructed or placed on the land unless written consent is given by the Permitter.

Permittee further agrees to use his best efforts to prevent any grass, brush or forest fires starting on said land and will equip each camp with a serviceable shovel and ax for use in extinguishing camp and forest fires. All forest fire laws will be strictly observed.

Permittee further agrees to attack all fires discovered on said land and use best efforts to control same until reported to, or relieved by, fire fighting services.

It is mutually agreed that said Permitter makes no guaranty that it has the right to issue this permit as to any of the land covered hereby, and the Permittee hereby releases Permitter from any and all claims and demands for damages which Permittee may suffer by reason of any lack of such right as to any of said lands, except that in the event Permittee is unable to graze any of said lands for any of the period covered

hereby because this permit is not effective, Permittee's payments hereunder shall be proportionately reduced.

In the event that Permitter makes any use of any of the property covered hereby which, in the opinion of either party hereto, conflicts with the reasonable use of such property for grazing purposes by Permittee, the property affected by such conflicting use, while being so used, shall be removed from the effect of this permit during the full calendar year, and the payments of Permittee hereunder shall be proportionately reduced and Permitter shall not be liable to Permittee for any damages for any injury to Permittee resulting directly or indirectly from any conflicting use, even though negligent.

It is further agreed that in the event of failure of the Permittee to make the payment above specified, or upon violation by Permittee of any of the provisions of this permit, Permitter shall have the right to immediately cancel and terminate this permit and Permittee shall thereupon immediately remove all his stock from said lands.

All operations of Permittee hereunder shall be performed entirely for Permittee's account and not as an agent, representative or independent contractor for Permitter. All such operations shall be performed entirely at the risk of Permittee and Permittee shall defend, indemnify and hold harmless the Landowners, _____, and Permitter, _____, from and against any and all loss, including loss of use, liability, damage, claims, demands, actions and/or proceedings (and all expenses connected with any thereof, including any reasonable attorneys' fees, which Permittee agrees to pay) of whatsoever nature on account of any and all damage to or loss or destruction of any property, including property of Landowner's, or injury to or death of any person (including employees of Permitter), arising directly or indirectly out of or in connection with Permittee's said operations (including any operations conducted by an independent contractor), excepting only claims or damages caused by the sole and exclusive negligence of Landowner(s) or Permitter.

Without limiting the foregoing in any way, Permittee shall at all times during the term of this Permit obtain and keep in force Comprehensive General and Automobile Bodily Injury Liability Insurance written on an "occurrence" basis subject to minimum limits of \$1,000,000 each occurrence. All insurance herein described shall name the Landowners, _____, and Permitter, _____, as an additional insured and all policies evidencing said insurance shall provide 10 days' written notice to Permitter in the event of cancellation or material change. Permittee will furnish Permitter with certification of said insurance coverage.

Both parties hereto agree that any notification to either of them pertaining to the subject matter of this permit shall be considered to have been given personally if sent by registered mail, with postage prepaid, to the party to who directed, at the address of such party.

Permittee agrees that this permit shall not be assigned or transferred or a sublease made as to all or any portion of the above-described property without written consent of the lessor.

The United States Department of Agriculture, National Agricultural Statistics Service, publishes the "Pacific Region Livestock Review" in listing the monthly average selling prices of certain farm commodities, including calves. The 2015 average price for "calves" is \$263.00 and said price shall serve as the base index in the event this permit is extended.

Rental for 2016 is based on _____ Animal-Unit Months (AUM'S) at \$_____ per AUM. If this Permit is to be extended, it shall be based on the 2015 calf price average of \$263.00. The annual rental for the year of extension shall be:

$$\text{Rent, year of extension} = \$ \frac{\text{_____} \times \text{preceding year average calf price}}{\$263.00}$$

IN WITNESS WHEREOF, the parties hereto have executed this permit the day and year first above written.

Permittee

Permitter

By: _____

Exhibit "A"

DESCRIPTIONS OF LANDS

All that certain real property situate, lying and being in the County of _____, State of California and more particularly described as follows:

The boundary of said property is approximately as indicated on the plat attached hereto and marked Exhibit "B".

ANNUAL GRAZING PLAN

Permit No. (G) _____ Ownership: _____

Permittee: _____ Phone: _____

Permittee's Representative: _____ Phone: _____

Representative's Address: _____

Permitted turn out date: _____ Permitted round-up date: _____

Number of stock to be turned out: _____ Permitted number of AUM's: _____

Brand/ear tag I.D. no. _____

Measures employed to prevent the introduction and movement of noxious weeds: _____

STANDARDS AND GUIDELINES

Upland Rangelands: Allow 50 percent utilization of perennial rangeland vegetation that is in at least fair condition with stable trend and not associated with riparian zones. Utilization is based on data collected using the Landscape Appearance Method specified in the *Interagency Technical Reference 1734-3* (attached).

Riparian Zones: Allow no salting or livestock supplements within ¼ mile of water developments, streams, or other riparian areas.

Streamsides:

- Stubble Height –Retain 4-6 inches on streamside vegetative biomass at end of the grazing season. This standard may be modified depending upon stream condition and grazing system.

- Bank Stability – Apply management strategies to achieve at least 80 percent of naturally occurring stream bank stability. Stability will be measured in linear feet by stream reach.

- Utilization – Do not exceed 45 percent use of streamside herbaceous vegetation with no reduction in ground cover for streamside zones in good condition

It is essential that the standards and guidelines presently addressed in this Annual Grazing Plan are not exceeded.

Additional provisions: _____

Permittee

Permitter

Signed: _____

Signed: _____

Date: _____

Date: _____