

# County of Monterey

Government Center - Board Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901



## Meeting Agenda - Final

Tuesday, June 23, 2026

9:00 AM

Join via Zoom at <https://montereycty.zoom.us/j/224397747> or in person at the address listed above

## Board of Supervisors of the Monterey County Water Resources Agency

*Chair Supervisor Wendy Root Askew - District 4*

*Vice Chair Supervisor Kate Daniels - District 5*

*Supervisor Luis A. Alejo - District 1*

*Supervisor Glenn Church - District 2*

*Supervisor Chris Lopez - District 3*

For information on The Ralph M. Brown Act: Open Meetings please click on the link below:

<https://bit.ly/4u3JgJe>

### Participation in meetings

While the Board chambers remain open, members of the public may participate in Board meetings in 2 ways:

1. You may attend the meeting in person; or,
2. You may observe the live stream of the Board of Supervisors meetings at <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, [www.youtube.com/c/MontereyCountyTV](http://www.youtube.com/c/MontereyCountyTV) or <https://www.facebook.com/MontereyCoInfo/>

If you choose not to attend the Board of Supervisors meeting but desire to make general public comment, or comment on a specific item on the agenda, you may do so in 2 ways:

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at [cob@co.monterey.ca.us](mailto:cob@co.monterey.ca.us). In an effort to assist the Clerk in identifying the agenda item relating to your public comment please indicate in the Subject Line, the meeting body (i.e. Board of Supervisors Agenda) and item number (i.e. Item No. 10). Your comment will be placed into the record at the Board meeting.

b. you may participate through ZOOM. For ZOOM participation please join by computer audio at: <https://montereycty.zoom.us/j/224397747>

OR to participate by phone call any of these numbers below:

- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 312 626 6799 US (Chicago)
- +1 929 205 6099 US (New York)
- +1 253 215 8782 US
- +1 301 715 8592 US

Enter this Meeting ID number: 224397747 when prompted. Please note there is no Participant Code, you will just hit # again after the recording prompts you.

You will be placed in the meeting as an attendee; when you are ready to make a public comment if joined by computer audio please Raise your Hand; and by phone please push \*9 on your keypad.

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**PLEASE NOTE: IF ALL BOARD MEMBERS ARE PRESENT IN PERSON, PUBLIC PARTICIPATION BY ZOOM IS FOR CONVENIENCE ONLY AND IS NOT REQUIRED BY LAW. IF THE ZOOM FEED IS LOST FOR ANY REASON, THE MEETING MAY BE PAUSED WHILE A FIX IS ATTEMPTED BUT THE MEETING MAY CONTINUE AT THE DISCRETION OF THE CHAIRPERSON.**

### **Participación en reuniones**

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

1. Podrá asistir personalmente a la reunión; o,
2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en <https://monterey.legistar.com/Calendar.aspx>, <http://www.mgtvonline.com/>, [www.youtube.com/c/MontereyCountyTV](http://www.youtube.com/c/MontereyCountyTV) o <https://www.facebook.com/MontereyCoInfo/>

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a [cob@co.monterey.ca.us](mailto:cob@co.monterey.ca.us). En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: <https://montereycty.zoom.us/j/224397747>

O para participar por teléfono llame a cualquiera de estos números a continuación:

- +1 669 900 6833 EE. UU. (San José)
- +1 346 248 7799 EE. UU. (Houston)
- +1 312 626 6799 EE. UU. (Chicago)
- +1 929 205 6099 EE. UU. (Nueva York)
- +1 253 215 8782 EE. UU.
- +1 301 715 8592 EE. UU.

**Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.**

**Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione \*9 en su teclado.**

**TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN DEL PÚBLICO POR ZOOM ES ÚNICAMENTE POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.**

**NOTE: All agenda titles related to numbered agenda items are live web links. Click on the title to be directed to the corresponding Board Report.**

**PUBLIC COMMENTS: Members of the public may address comments to the Board concerning each agenda item. The timing of public comment shall be at the discretion of the Chair.**

**9:00 A.M. - Call to Order**

**Roll Call**

**Additions and Corrections for Closed Session by County Counsel**

County Counsel will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) *Mario Gonzalez, et al. v. State of California, et al.*, Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000421; 24CV000428; 24CV000848; 24CV000904; 24CV001269; and Santa Cruz case: 23CV03022)

**Public Comments for Closed Session**

**The Board Recesses for Closed Session Agenda Items**

Closed Session may be held at the conclusion of the Board's Regular Agenda, or at any other time during the course of the meeting, before or after the scheduled time, announced by the Chairperson of the Board. The public may comment on Closed Session items prior to the Board's recess to Closed Session.

**10:30 A.M. - Reconvene on Public Agenda Items**

**Roll Call**

**Additions and Corrections by Clerk**

The Clerk of the Board will announce agenda corrections and proposed additions, which may be acted on by the Board as provided in Sections 54954.2 of the California Government Code.

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### **General Public Comments**

This portion of the meeting is reserved for persons to address the Board on any matter not on this agenda but under the jurisdiction of the Board of Supervisors. Board members may respond briefly to the statement made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Board at a future meeting.

### **Consent Calendar**

2. Adopt a Resolution:
  - a. Approving the proposed Monterey County Water Resources Agency (Agency) grazing lease, bidders' pre-qualification form, public notice to bidders, lease area maps, minimum bid schedule, timeline, grazing lease bid form for grazing lands located at and around San Antonio and Nacimiento Reservoirs;
  - b. Direct Agency Staff to advertise for bids; and,
  - c. Authorize the General Manager of the Agency to modify the grazing lease and bid forms lease, subject to approval as to form by the County Counsel.

**Attachments:**

[Board Report](#)

[1. Grazing Lease Agreement and Exhibits](#)

[2. Bidders Prequalification Form](#)

[3. Public Notice to Bidders](#)

[4. Lease Area Maps - Nacimiento and San Antonio Reservoirs](#)

[5. Minimum Bid Schedule](#)

[6. Proposed Timeline](#)

[7. Grazing Lease Bid Form](#)

[8. Resolution - Grazing Lease](#)

[9. Unsigned B.O \(BOD 6.15\)](#)

### **Read Out from Closed Session**

Read out by County Counsel will only occur if there is reportable action(s).

### **Adjournment**



# County of Monterey

## Item No.1

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: CS 26-027

June 23, 2026

**Introduced:** 6/15/2026

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Closed Session

Closed Session under Government Code section 54950, relating to the following items:

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

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# County of Monterey

## Item No.2

### Board Report

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

Legistar File Number: WRA RES 26-001

June 23, 2026

**Introduced:** 6/12/2026

**Current Status:** Consent Agenda

**Version:** 1

**Matter Type:** WRA Resolution

Adopt a Resolution:

- a. Approving the proposed Monterey County Water Resources Agency (Agency) grazing lease, bidders' pre-qualification form, public notice to bidders, lease area maps, minimum bid schedule, timeline, grazing lease bid form for grazing lands located at and around San Antonio and Nacimiento Reservoirs;
- b. Direct Agency Staff to advertise for bids; and,
- c. Authorize the General Manager of the Agency to modify the grazing lease and bid forms lease, subject to approval as to form by the County Counsel.

RECOMMENDATION:

It is recommended that the Monterey County Water Resources Agency Board of Supervisors adopt a resolution:

- a. Approving the proposed Monterey County Water Resources Agency (Agency) grazing lease, bidders' pre-qualification form, public notice to bidders, lease area maps, minimum bid schedule, timeline, grazing lease bid form for grazing lands located at and around San Antonio and Nacimiento Reservoirs;
- b. Direct Agency Staff to advertise for bids; and,
- c. Authorize the General Manager of the Agency to modify the grazing lease and bid forms lease, subject to approval as to form by the County Counsel.

SUMMARY/DISCUSSION:

The Monterey County Water Resources Agency (Agency) manages grazing leases on Agency-owned lands surrounding Nacimiento and San Antonio Reservoirs. The Grazing Lease Program supports responsible livestock grazing while promoting watershed protection, vegetation management, wildfire fuel reduction, infrastructure stewardship, and long-term land management objectives. The program encompasses approximately 16,400 acres of Agency-owned rangelands associated with the Nacimiento and San Antonio Reservoir systems. These lands include a mix of open grazing areas, rolling rangelands, oak woodlands, road and utility access corridors, and areas containing Agency infrastructure.

The current grazing leases are set to expire on October 31, 2026. The Agency desires to continue to lease this land for a new ten-year term. Therefore, Agency staff are seeking the authority to begin and conduct the grazing lease bid process for five leases around San Antonio and Nacimiento Reservoirs. Those leases include: San Antonio 1 & 2; San Antonio 3; San Antonio 4 & Nacimiento 1; Nacimiento 2; and Nacimiento 3A & 3B.

The Agency seeks authority to begin and conduct the grazing lease bid process using the recommended documents and forms. Attachment 1 includes the Grazing Lease Agreement, which establishes operational standards, stewardship requirements, monitoring expectations, and lease compliance procedures. Attachment 2 includes the Bidder's Pre-qualification Forms that established the approved bidder's list. Attachment 3 is the public noticing for advertising the grazing leases available for bidding. Attachment 4 includes the maps of the lease areas at Nacimiento and San Antonio Reservoirs. Attachment 5 includes the minimum annual lease bid requirement.

The bidding schedule has been drafted to support new leases effective November 1, 2026, and is outlined in Attachment 6. The Agency also requests that the Clerk of the Board of Supervisors of the Agency be directed to advertise for grazing lease bids (Attachment 3).

The leases will be offered through a two-step public bid process. The first step is a bid qualification process and submission of a sealed bid utilizing the Grazing Lease Bid Form (Attachment 7). The second step is the opening of sealed bids and invitation for oral bids. The highest sealed bid amount from a qualified bidder will serve as the opening bid for the public auction. Only those persons or entities who submit a Pre-qualification from by the deadline, and who are approved by the Agency, will be allowed to bid.

The leasing program is statutorily and categorically exempt from CEQA (14 Cal. Code Regs. 15301 (existing facility (including leases)) and 15261 (ongoing project).)

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed the grazing lease forms.

FINANCING:

Revenue from the Grazing Lease Program is included in the FY26-27 Recommended Budget and includes current lease rates. In addition, new lease administration fees are proposed to defray certain costs of contract compliance monitoring and enforcement.

Prepared by: Jessell Fenley, Administrative Services Assistant (831) 755-4860

Approved by: Ara Azhderian, General Manager, (831) 755-4860

Attachments:

1. Grazing Lease Agreement and Exhibits
2. Bidders Pre-Qualification Form
3. Public Notice to Bidders
4. Lease Area Maps: Nacimiento and San Antonio Reservoirs
5. Minimum Bid Schedule
6. Proposed Timeline
7. Grazing Lease Bid Form
8. Resolution - Grazing Lease

9. MCWRA Board of Directors Executed Board Order



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9. MCWRA Board of Directors Executed Board Order



# Grazing Lease

Between

**Monterey County Water Resources Agency**

*Lessor*

and

**XXXXX**

*Lessee*

With respect to the following property:

**XXXXX**

Effective Date  
November 1, 2026

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**SUMMARY OF LEASE TERMS**

This is a summary (“Summary”) of the principal terms and conditions of the Grazing Lease. In the event of any conflict between the information in this Summary and the specific provisions of the Grazing Lease, the Grazing Lease provisions shall control.

**LESSOR:** Monterey County Water Resources Agency

**LESSEE:** XXXXX

**Grazing Lease No.:**

**Acres:** [Acres] Acres as referenced in Exhibit C

**Term:** Ten (10) year Term beginning on November 1, 2026 (“Commencement Date”) and ending on October 31, 2036 (“Termination Date”).

**Grazing Season:** November 1<sup>st</sup> through October 31<sup>st</sup>

**Permitted Use:** Cattle grazing, and authorized adjunct activities as specified in the attached Grazing Lands Management Plan

**Rental Rate:** \$ [redacted] /year one with a 2.5% flat rate increase each following year.

**Rent Payment Due:** Annual payments due on November 1<sup>st</sup>

**LESSOR Contact Information:**

Grazing Lease Administrator  
Monterey County Water Resources Agency  
1441 Schilling Pl., N. Bldg.  
Salinas, CA 93901

Ph: 831.755.4860  
Email: [WRAleaseadmin@countyofmonterey.gov](mailto:WRAleaseadmin@countyofmonterey.gov)

**LESSEE Contact Information:**

Name  
Address  
City, State, Zip

Ph: xxxxxx  
Email: xxxxxx

## **GRAZING LEASE AGREEMENT**

This Grazing Lease Agreement ("Lease" or "Agreement") is made by and between the Monterey County Water Resources Agency, a public agency created pursuant to the Monterey County Water Resources Agency Act (Cal. Water Code, Appendix Chap. 52) ("LESSOR" or "AGENCY"), and [REDACTED], a [REDACTED] ("LESSEE"). LESSOR and LESSEE (collectively, "Parties") agree as follows:

### **1. PURPOSE AND GRAZING LANDS MANAGEMENT**

**1.1 Purpose.** LESSOR owns property suitable for cattle grazing and desires to manage those properties in accordance with the LESSOR's mission and vision.

**1.2 Grazing Lands Management Plan.** LESSOR has prepared a Grazing Lands Management Plan for the Premises ("GLMP"), incorporated herein as **Exhibit A (Grazing Lands Management Plan)**. LESSEE acknowledges receipt of the GLMP and agrees that the primary purpose of this Lease is to implement the objectives set forth therein.

**1.3 Start-Up Tasks.** Upon Lease Commencement Date, LESSEE shall complete any start-up tasks identified in **Exhibit B (Start-Up Tasks)** per the deadlines outlined at LESSEE's sole cost.

### **2. PREMISES**

**2.1 Description.** LESSOR leases to LESSEE that certain real property located in the County of [REDACTED], situated at [REDACTED] Reservoir, identified as Grazing Lease No. [REDACTED] (the "Lease Site"), consisting of approximately [REDACTED] acres, as more particularly described in **Exhibit C (Description of Premises)**.

**2.2 Excluded Areas.** The term "Premises" excludes any land that is submerged by reservoir waters at any given time. LESSEE acknowledges that reservoir water levels are variable and fluctuate seasonally and annually, and therefore the total acreage available for use under this Agreement will correspondingly increase or decrease.

Land located above the high-water mark elevation (the "High Water Mark") shall be considered generally available for use, subject to the terms of this Agreement. The high-water mark at Nacimiento Reservoir is 800 feet and 780 feet at San Antonio. Land located below the high-water mark, up to the floodage easement elevation of 825 feet, may be

intermittently available depending on reservoir levels and shall only be used when not submerged.

### **3. TERM, AMENDMENT AND HOLDOVER**

**3.1 Lease Term.** The term of this Lease shall be ten (10) years, commencing on November 1, 2026 ("Lease Commencement Date") and ending on October 31, 2036 ("Lease End Date"), unless earlier terminated pursuant to this Agreement.

**3.2 Amendment.** The LESSOR reserves the right to amend this Lease at any time in response to changes in applicable laws, regulations, ordinances, or policies, whether federal, state, or local, that may affect the terms and conditions of this Lease. Such amendments may also be made to reflect adjustments in building or community rules, safety procedures, or operational policies deemed necessary by the LESSOR in the course of managing the property. The LESSOR shall make such amendments to the Lease by an instrument in writing, and the LESSEE agrees to execute such amendment and comply with any such amendments. Any amendments made under this clause shall be deemed part of the Lease and shall have the same binding effect as the original terms. The LESSEE acknowledges that such changes are necessary for the continued operation, safety, and legal compliance of the property, and agrees to execute any documents required to formalize such amendments.

**3.3 Amendment Waiver.** Any waiver of any term or condition of this Lease must be in writing and signed by the LESSOR and LESSEE. A waiver of any of the terms and conditions of this Lease shall not be construed as a waiver of any other term or condition in this Lease.

**3.4 Holdover.** If LESSEE, with LESSOR's written consent, remains in possession of the Premises after the Lease Term, this Lease shall automatically be extended on a one (1) year basis. During the hold over period the annual rent shall be adjusted to reflect the last applicable annual rent plus a 2.5% increase for each holdover year, subject to termination for no cause upon thirty (30) days' written notice by either Party during the holdover period. All other terms and conditions shall remain in full force and effect.

### **4. RENT AND FEES**

**4.1 Annual Rent.** Annual rent shall be \$

**4.2 Payment Schedule.** Rent for the first lease year is due upon execution. Thereafter, annual rent shall be paid on or before November 1<sup>st</sup> of each year.

**4.3 Late Charges.** LESSEE shall pay a late charge equal to 10% of the overdue amount for any payments due from the LESSEE to LESSOR under this Lease.

**4.4 Rent Adjustment.** Rent shall increase at a flat rate of 2.5% annually, beginning in 2027, and shall increase each year thereafter.

**4.5 No Rent Reduction.** Rent shall not be reduced for any reason, including during periods of reduced or suspended grazing, including drought, overgrazing restrictions, or herd reductions, even if livestock numbers are reduced to zero.

**4.6 Lessee Fees and Expenses.** In addition, LESSEE agrees to pay, upon invoice or demand, those costs, fees and expenses provided for in **Exhibit D (Schedule of Fees and Expenses)** to this Agreement, or as may be provided for by a schedule of fees and expenses adopted by the LESSOR from time to time.

**4.7 Possessory Interest Tax.** LESSEE is solely responsible for any possessory interest taxes for lands located in Monterey County. Failure to pay such taxes constitutes a breach of this Agreement.

**4.8 Rent Payments.** Rent payments to LESSOR shall be submitted to:

Monterey County Water Resources Agency  
c/o Grazing Lease Administrator/Finance  
1441 Schilling Place  
Salinas, CA 93901

## **5. USE OF PREMISES**

**5.1 Special Conditions.** Any special conditions related to the Premises are described in **Exhibit E (Special Conditions of Premises)**.

**5.2 Permitted Use.** The Premises shall be used solely for cattle grazing, as outlined in the GLMP in accordance with this Agreement. Any other use is prohibited unless expressly authorized in writing by the LESSOR.

**5.3 Prohibited Uses.** Except as expressly authorized, the following uses are prohibited: camping, sport hunting, boating, fishing, construction, land clearing, timber cutting, storage or release of hazardous substances, discharge of firearms, and any illegal, unlawful, wasteful, or nuisance activities without written approval as outlined in the GLMP.

LESSEE must notify and provide any related documentation to the LESSOR of any communications or actions by or with any local, state, or federal law enforcement agency or authority pertaining to operations on the premises or any illegal activities that may have occurred on LESSOR property.

**5.4 Depredation Permit.** Predator control activities require prior written approval from LESSOR by contacting the Grazing Lease Administrator, and full compliance with state and federal laws. Depredation permits from the California Department of Fish and Wildlife are required for any hunting on the property under California Fish and Wildlife Code § 4181 *et seq.* and 14 Cal. Code Reg. § 401(a) *et seq.*

Only LESSEES listed on the lease will be approved to hold a depredation permit. Depredation cannot occur during high recreational times, Federal holidays and/or County of Monterey, Public Works Facilities Parks Department special events.

If granted, LESSEE must submit proof of a valid depredation permit from the California Department of Fish and Wildlife to LESSOR. No hunting shall take place on the property prior to filing verification of a validly issued depredation permit.

## **6. ENTRY AND ACCESS**

**6.1 Entry by LESSOR.** LESSOR and authorized public officials may enter the Premises at reasonable times for inspection, patrol, or lawful purposes.

**6.2 Entry by peace officers and LESSOR employees.** LESSEE agrees that LESSOR, its employees, County of Monterey or County of San Luis Obispo employees, and any local, state, or federal peace officer may enter the Premises at any time to routinely inspect or patrol the property, investigate any crime, or for any other lawful purpose.

**6.3 Unauthorized Access.** LESSEE shall notify LESSOR of any unauthorized access observed as soon as practicable.

## **7. GRAZING AND RESOURCE MANAGEMENT**

**7.1 Stock Management.** LESSEE shall prevent overgrazing or undergrazing and manage livestock in accordance with this Agreement. LESSOR's determination of overgrazing or undergrazing shall be final. LESSEE shall remove any aggressive or dangerous cattle from the premises, as soon as LESSEE learns or has reason to believe that those cattle possess such tendencies.

**7.2 Over-grazing Remedies.** Upon determination of overgrazing, LESSOR may require herd reduction, removal of stock, or installation of protective fencing. LESSEE shall comply promptly.

**7.3 Undergrazing Remedies.** Upon determination of undergrazing, LESSOR may require LESSEE to implement reasonable corrective actions, which may include adjustments to stocking levels, grazing timing, or pasture management practices.

**7.4 Rangeland Courses.** LESSOR may require LESSEE to complete LESSOR approved courses such as Rangeland Management, Soil Erosion Standards and Control, Fuel Management and/or Water Quality Protection courses.

**7.5 Water Quality Protection** Grazing activities shall be conducted in accordance with the GLMP and in a manner that protects reservoir water quality. Without limitation, LESSEE shall comply with all conservation measures applicable to riparian areas and lands located at or below the High-Water mark identified in Section 2.2, including reduced stocking rates, seasonal or temporary exclusions, and the installation and maintenance of fencing or other protective measures where required by LESSOR.

**7.6 Use of reservoir water.** LESSEE is authorized to use water properly conveyed from the reservoir for the purpose of watering livestock, subject to the following limitations: water will be used only for the livestock authorized by this Agreement. In using reservoir water, LESSEE shall comply with the GLMP.

**7.7 Surveys and Inspections.** LESSOR and its agents, employees, and contractors may enter the Premises at any reasonable time to conduct inspections, surveys, monitoring, or

studies related to resource management, including but not limited to vegetation, wildlife, sensitive or endangered species, habitat conditions, and water quality.

LESSOR shall make reasonable efforts to minimize interference with LESSEE's operations.

**7.8 Protection of Sensitive Resources.** LESSOR reserves the right, at its sole discretion, to identify and require temporary and/or permanent protection of sensitive natural resources on the Premises, including but not limited to habitat, vegetation, and environmentally sensitive areas.

LESSEE shall comply with any restrictions, management measures, or access limitations established by LESSOR to protect such resources. LESSEE may receive a prorated rent credit up to the total annual rent amount for significant impacts to grazing activities, depending on the size and duration of time of the impact.

## **8. LESSEE IMPROVEMENTS**

Lease Improvement: "Lease Improvements" mean any alteration, addition, or installation that materially changes or enhances the Premises beyond routine maintenance or repair, including but not limited to new structures, facilities, or infrastructure.

**8.1 Approval Required.** All Lease improvements, including new fencing and water systems, require prior written approval from LESSOR. Request for improvements shall be submitted by LESSEE as set forth in **Exhibit F (Request for Improvement)**.

LESSOR reserves the right to initiate and complete improvement projects.

Under no circumstances may Lease improvements be removed after installation or construction.

LESSEE shall not offset or deduct any repair costs from rent except as approved by LESSOR.

**8.2 Reimbursement.** Only Lease improvements expressly approved in advance by LESSOR may be eligible for limited reimbursement as set forth in **Exhibit F (Request for Improvement)**.

**8.3 Notice of Completion.** Within 30 days of completion of approved Lease improvements, LESSEE shall provide LESSOR with a Notice of Completion.

**8.4 Compliance with Laws:** LESSEE represents and warrants to LESSOR that any construction performed by, for or on behalf of LESSEE, and LESSEE's current and proposed uses, and the operation of the Premises are in full compliance with applicable building and seismic codes, environmental, zoning and land use laws, and other applicable local, state and federal laws, regulations and ordinances. LESSEE agrees to defend and indemnify LESSOR for any responsibility for any code violations or other deviations from applicable local, state and federal laws, regulations and ordinances related to LESSEE's use, operations or construction.

## **9. MAINTENANCE, REPAIR AND INSPECTIONS**

Maintenance and Repair: "Maintenance" means routine, recurring activities necessary to keep existing improvements in their current condition and function. "Repair" means work performed to restore an existing improvement to its original condition or functionality without materially altering its design, capacity, or useful life.

**9.1 Maintenance.** LESSEE shall maintain the Premises in a safe, clean, and orderly condition. LESSEE shall promptly notify LESSOR of any damage or conditions requiring repair beyond routine maintenance or affecting public safety, reservoir operations, or natural resources. LESSOR reserves the right to initiate and complete repair and maintenance projects.

**9.2 Fence Maintenance.** LESSEE shall maintain all fences in a stock-tight condition and complete repairs to contain livestock and protect recreational areas as outlined in the GLMP.

**9.3 Reservoir Fencing.** LESSEE shall provide temporary fencing extending into the reservoir and shall comply with LESSOR requirements, including removal prior to inundation and marking for public safety. Any fencing in the water at any level must be identified by buoys, visible for a distance of 200 feet to anyone on the reservoir.

**9.4 Repair.** All non-routine or structural repairs require prior written approval from LESSOR and must be requested in accordance with **Exhibit G (Request for Repair)**. LESSOR retains sole discretion to approve or deny such requests.

In emergencies posing an immediate threat to public safety, property, or natural resources, LESSEE may take reasonable temporary measures to mitigate the threat, provided LESSOR is notified as soon as practicable, but no later than twenty-four (24) hours after such action.

LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

**9.5 Reimbursement.** Only repairs expressly approved in advance by LESSOR may be eligible for limited reimbursement as set forth in **Exhibit G (Request for Repair)**.

**9.6 Annual Inspection.** LESSOR reserves the right to conduct annual inspections to verify compliance.

## **10. PUBLIC WORKS LAWS**

Under Section 1720.2 of the California Labor Code, any construction contract to improve property owned or leased by the LESSOR may be considered a “public work” if certain conditions are met. If applicable, LESSEE shall comply with provisions of law governing public works including, without limitation, Labor Code sections 1773, 1773.2, 1773.3, 1773.8, 1775 (payment of prevailing wages), 1776 (payroll records), and 1777.5 (employment of apprentices), all as amended from time to time.

## **11. INSURANCE AND INDEMNIFICATION**

**11.1 Insurance.** LESSEE shall, at its sole cost and expense and at all times during the term of this Agreement, maintain insurance covering its use and occupancy of the Premises. Such insurance shall include Commercial General Liability insurance, written on an occurrence form, with limits of not less than \$3,000,000 per occurrence and \$5,000,000 aggregate, and Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence. LESSEE shall also maintain coverage sufficient to protect against damage to LESSOR’s property arising from LESSEE’s activities, with limits of not less than \$250,000 unless otherwise approved by LESSOR’s Risk Management Division.

All policies shall be issued by insurers authorized to do business in the State of California and having a current A.M. Best rating of not less than A-:VII, and shall name LESSOR, the County of Monterey, and their officers, agents, and employees as additional insureds. Such insurance shall be primary and non-contributory and shall provide at least thirty (30) days’ prior written notice of cancellation, non-renewal, or material change (or shall provide such notice in accordance with the policy provisions). LESSEE shall provide certificates of insurance and required endorsements to LESSOR prior to commencement of this

Agreement, annually thereafter, and upon request, and shall comply with any additional insurance requirements reasonably established by LESSOR's Risk Management Division.

**11.2 Indemnification.** To the fullest extent permitted by law, LESSEE shall indemnify, defend, and hold harmless LESSOR, the County of Monterey, and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees and court costs, arising out of or in any way connected with LESSEE's use or occupancy of the Premises, the performance of this Agreement, or the acts or omissions of LESSEE and its officers, employees, agents, contractors, or invitees. This obligation includes, without limitation, claims involving bodily injury, death, property damage, or environmental contamination, including those arising from fires, vehicles or equipment, or the release of fuel or hazardous materials. This obligation shall not apply to the extent such claims arise from the sole negligence or willful misconduct of LESSOR or the County of Monterey.

## **12. TERMINATION AND DEFAULT**

**12.1 Termination for Cause.** LESSOR may terminate this Lease during the Lease term for any default as described in Sections 12.4 and 12.7 below.

**12.2 Termination Without Cause.** LESSOR reserves the right to terminate this Lease during the Lease term without cause with a sixty (60) day written notice.

**12.3 Destruction of property.** If the Premises is completely damaged by fire or other natural disaster, such that LESSOR determines that LESSEE must vacate the Premises, either party may terminate this Lease immediately by giving notice to the other party. Damages and/or destruction caused by LESSEE may be recovered by LESSOR.

**12.4 Default.** If any of the following events occur, each such event shall constitute a material breach of this Lease, and LESSOR may, at LESSOR's option, exercise any or all rights available to a LESSOR under the laws of the State of California:

a. A default in the payment of rent or other obligation when such default continues for a period of thirty (30) days after written notice from LESSOR to LESSEE of such default; or

b. LESSEE fails to faithfully perform or observe any other covenant or undertaking required under this Lease and such failure continues for a period of thirty (30) days after written notice thereof from LESSOR to LESSEE of such default or, if such default is not reasonably

curable within such thirty (30) day period, LESSEE fails to commence to cure such default within such thirty (30) day period and thereafter fails to diligently pursue such cure to completion; or

- c. LESSEE is adjudicated bankrupt; or
- d. LESSEE'S lease interest is sold under execution of judgment.

**12.5 Notice of default.** Notice of default is sufficient if it is in writing, identifies the act, omission, or condition that constitutes the default, and is served upon LESSEE in the manner provided by this Lease for the giving of notice.

**12.6 Remedies.** If LESSEE fails to cure a prospective default within the time frames outlined above, if any, LESSOR shall have the option to cure the default, if curable, or to terminate this Lease, in addition to any other remedies at law not inconsistent herewith. Should LESSOR elect to cure the default itself, all reasonable costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by LESSEE to LESSOR, as additional rent, within thirty (30) days of receipt of LESSOR'S invoice for said costs.

**12.7 Termination following notice to cure.** In the event that LESSEE defaults under any provision of this Agreement the LESSOR may, if such default is not cured within 30 days following written notice given by the LESSOR to LESSEE, elect to terminate this Agreement. Such termination is effective upon the expiration of the 30 day cure period and a written "notice of election to terminate" being served upon LESSEE by the LESSOR.

Such election to terminate in no way absolves LESSEE from any obligations under this Agreement, including the payment of any rent then owing, or the obligation to return the property in substantially similar condition to that at the effective date of this Agreement.

### **13. ASSIGNMENT AND SUBLETTING**

LESSEE has no right to assign this Agreement to any party or entity, or in any manner sublease, transfer, or in any manner encumber, the subject property, without the prior written consent of the LESSOR.

### **14. GENERAL PROVISIONS**

**14.1 Time Limit and Prior Tenancy.** It shall be the LESSOR's responsibility to remove any prior LESSEE on the Premises at LESSOR's sole cost and expense.

14.2 **Mechanic's Liens.** LESSEE shall keep the Premises free from any liens arising out of any work performed by, materials furnished to, or obligations incurred by such LESSEE or on its behalf.

14.3 **Waiver:** The waiver by LESSOR or LESSEE of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition of this agreement.

14.4 **Quiet possession:** LESSEE shall at all times during the term of this Lease peaceably and quietly have, hold and enjoy the Premises, without suit, trouble or hindrance from LESSOR any person claiming under LESSOR, subject to the terms of this Lease.

## **15. MISCELLANEOUS PROVISIONS**

15.1 **Time is of the Essence.** Time is of the essence as to each and every provision of this Lease.

15.2 **Binding Effect.** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Lease shall bind the parties, their personal representatives, successors, and assigns.

15.3 **Invalidity.** The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

15.4 **Authority.** Any individual executing this lease on behalf of LESSEE or LESSOR represents and warrants hereby that he or she has the requisite authority to enter into this Lease on behalf of such party and to bind the party to the terms and conditions of this Lease.

15.5 **Interpretation of Conflicting Provisions.** In the event of any conflict or inconsistency between the provisions of this Lease and the provisions of any addendum or exhibit attached hereto, the provisions of this Lease shall prevail and control.

15.6 **Integration:** This Lease, including the exhibits and addenda, represents the entire agreement between LESSEE and LESSOR with respect to the subject matter of this Lease and shall supersede all prior negotiations, representations or agreements, either written or oral, between LESSEE and LESSOR as of the effective date of this Lease, which is the date that LESSOR signs this Lease.

**15.7 Successors and Assigns.** This Lease and the rights, privileges, duties, and obligations of LESSEE and LESSOR under this lease, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successor, representatives, assigns, and heirs.

**15.8 Headings.** The headings in this lease are for convenience only and shall not be used to interpret the terms of this Lease.

**15.9 Governing Law.** This Lease shall be governed by and interpreted under the laws of the State of California.

**15.10 Construction of Lease.** LESSEE and LESSOR agree that each party has fully participated in the review and revision of this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this lease or any amendment to this Lease. The parties agree that they have been afforded an opportunity to have this Agreement reviewed by counsel of their choice. In interpreting this Agreement there shall be no presumption based upon the authorship of this Agreement.

**15.11 Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Lease.

**15.12 Consent to Use Electronic Signatures.** The Parties to this Lease consent to the use of electronic signatures via DocuSign to execute this Lease. The Parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the Parties to this Lease hereby authenticate and execute this Lease, and any and all Exhibits to this Lease, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

**15.13 Disputes; consultations by parties.** In the event that any problem or issue arises with respect to the implementation or interpretation of the Agreement, the parties mutually agree to meet at the request of either of them to discuss and resolve the issue. In such event, the general manager of LESSEE will meet with the General Manager of LESSOR or his/her designee to reach a mutually satisfactory and reasonable conclusion.

If the parties cannot resolve the dispute pursuant to the preceding paragraph above, the Parties agree to mediate any disagreements in good faith. Should either Party determine the dispute cannot be resolved in mediation, it is agreed that the dispute may be resolved in a court of law competent to hear the matter.

15.14 **LESSOR's Lease Administrator.** LESSOR's General Manager or designee shall act as the Lease Administrator for LESSOR.

## **16. NOTICES**

16.1 **Written notices:** All notices, correspondence, and other written communications required or permitted under this Lease shall be deemed effective when provided in writing, whether transmitted electronically via email, personally delivered, or deposited in the United States mail, sent certified with postage prepaid and properly addressed.

16.2 **Service of notices:** All notices, correspondence, or other written communication related to this Agreement shall be sent to the following:

**LESSEE:**

Name

Address

City, State, Zip

Email:

**LESSOR:**

Grazing Lease Administrator

Monterey County Water Resources Agency

1441 Schilling Pl., N. Bldg.

Salinas, CA 93901

Email: [WRAleaseadmin@countyofmonterey.gov](mailto:WRAleaseadmin@countyofmonterey.gov)

16.3 **Emergency contact:** in the event of an emergency, LESSEE shall contact the LESSOR's emergency contact which will be provided upon lease execution and updated as necessary.

## **17. EXHIBIT LIST**

Exhibit A (Grazing Lease Management Plan)

Exhibit B (Start-up Tasks)

Exhibit C (Description of Premises)

Exhibit D (Schedule of Fees and Expenses)

Exhibit E (Special Conditions of Premises)

Exhibit F (Request for Improvement)

Exhibit G (Request for Repair)

***This Section Intentionally left blank.***

**IN WITNESS WHEREOF**, the parties have executed this Lease as of the date last written below.

**LESSOR:**

Monterey County Water Resources Agency

By: \_\_\_\_\_

Ara Azhderian, General Manager

Date: \_\_\_\_\_

**Approved as to Form:**

County Counsel

By: \_\_\_\_\_

Chief Assistant County Counsel

Date: \_\_\_\_\_

**Approved as to Fiscal Provisions:**

By: \_\_\_\_\_

County Auditor/Controller

Date: \_\_\_\_\_

By: \_\_\_\_\_

Administrative Office

Date: \_\_\_\_\_

**LESSEE:**

Lessee Name(s)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Grazing Land Management Plan - GLMP**

This Grazing Lands Management Plan (“GLMP”) establishes the minimum standards and expectations of the LESSOR for the responsible use, maintenance, and stewardship of LESSOR-owned lands leased for livestock grazing. The purpose of this GLMP is to provide clear guidance to all LESSEEs regarding the following required practices and procedures:

#### **Cattle Grazing Definition.**

The controlled use and management of cattle for the consumption of forage and vegetation within a designated area.

#### **Prohibited Uses.**

Camping: including any overnight occupancy, lighting of any campfires, events or other activities associated with camping, including but not limited to erecting of tents, parking of recreational vehicles, trailers, or other temporary structures.

Sport Hunting: hunting for sport is strictly prohibited on the property at all times.

Boating: including but not limited to installation of any ramp, dock, slip, or other such boating launch or mooring structures on the reservoir.

Fishing: unless LESSEE is given prior written approval from the LESSOR, no fishing is permitted in the reservoir from the Premises.

Clearing land: LESSEE shall not clear any portion of the land and shall not cut any standing trees on the land, without first obtaining the written approval from LESSOR.

Timber Cutting: LESSEE may only cut and remove dead fallen wood on AGENCY lands under the lease agreement, for the purpose of improving grazing and to reduce fuel levels for fire concerns. The cut wood is for personal use only and not for sale or trade. If LESSEEs are in need of labor assistance to cut wood they may request approval from the AGENCY prior to removal of any wood. All stumps, limbs and branches shall be stacked in a pile when cutting is complete.

Fire Season Limitations: LESSEE shall only cut and remove wood when fire season is over and

no fire concerns are present. The use of a CAL FIRE legal burn permit can be requested by LESSEE to the AGENCY first for approval prior to the issuance of a CAL FIRE burn permit for use on AGENCY lands.

Firearms: the discharge or shooting of any firearm, including but not limited to rifles, handguns, pistols, crossbows, or other projectile weaponry are not permitted on the premises at any time, for any purpose, except as approved in writing by LESSOR.

Trespass: LESSEE must report to the LESSOR any trespass or encroachment onto LESSOR property by an adjoining or neighbouring property owner as soon as LESSEE becomes aware of such activity.

No waste, nuisance, or unlawful use: Lessee shall not commit or permit others to commit waste on the premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises.

#### **Water Quality Protection.**

Grazing activities shall be managed to protect reservoir water quality, soil stability, and vegetation health. LESSEE shall adjust stocking rates, timing, and livestock distribution in response to forage conditions, weather, and fluctuating reservoir levels. Lands above the high-water mark (800 feet at Nacimiento Reservoir; 780 feet at San Antonio) are generally available for grazing, while lands below the high-water mark are variable, sensitive, and subject to reduced stocking, seasonal restrictions, or exclusion as directed by LESSOR. Livestock shall be removed from such areas when conditions warrant.

LESSEE shall limit livestock access to shoreline and riparian areas as necessary to prevent erosion, bank destabilization, and sediment or nutrient delivery to the reservoir, including through the use of fencing, herding, or other management practices.

LESSEE shall monitor site conditions and modify operations as needed to prevent water quality degradation. LESSOR may require additional or adaptive management measures, including exclusion areas, to protect reservoir resources.

#### **Use of Reservoir Water.**

Use of reservoir water for livestock shall be conducted in a manner that protects water quality, shoreline stability, and overall reservoir resources. Such use must be reasonable and shall avoid or minimize conditions that could degrade water quality, including excessive bank

disturbance, erosion, sedimentation, or concentration of livestock in sensitive shoreline areas. Livestock access shall be limited to designated or approved access points, if any, and managed to reduce impacts to reservoir shoreline and adjacent upland areas, particularly during periods of low water levels or when soils are saturated and more susceptible to damage.

**Use of Other Water Sources.**

If LESSEE has access to other water sources, that originate off of the Premises, then LESSEE must obtain written approval from LESSOR prior to the use of any external water source.

**Standards for fencing.**

Standards for installation, inspection, repair, and ongoing maintenance of all perimeter and interior fencing to ensure livestock containment, protection of LESSOR property, and prevention of trespass, shall be followed by LESSEE. The standards include:

Barbwire fencing: Shall be 4 strands barbed wire, bottom wire will be barb-free for animal safety. T-posts that are 1.33 pounds per foot by 6 feet tall shall be placed every 12 feet and driven 24 inches into the ground. Metal brace posts shall be constructed of 2-7/8-inch diameter pipe and must be driven 42 inches into the ground.

**Roads.**

LESSEE shall be responsible for maintaining roads, so they are passable in a four-wheel drive vehicle throughout lease duration. Vegetation in roadways shall be cleared by LESSEE to prevent fire danger by vehicles and equipment. Trees, limbs, and other woody vegetation encroaching into roadways shall be trimmed or removed as necessary to maintain safe and adequate vehicle access.

**Gates.**

LESSEE shall keep gates closed at all times. LESSOR shall install and maintain its own separate gate locks for access to Premises. LESSEE shall report any unknown locks or gate access issues to LESSOR immediately.

**Signage & Surveillance.**

General Signs: LESSEE shall not place signs or advertisements upon the Premises, except for directional, safety, or signs required by this Lease or by applicable law. At the expiration of the term hereof or any renewal or extension of this Lease, LESSEE will remove said signs and will repair any damage caused by such removal.

Grazing livestock notices: LESSOR will at no cost to LESSEE, provide signs regarding presence of grazing livestock in areas of public access. It shall be the responsibility of LESSEE to post and maintain all grazing signage and to notify the LESSOR of any need for replacement of signs.

Cameras/Surveillance: LESSEE shall provide written notice to LESSOR regarding the use and location of any cameras or surveillance devices installed on the leased premises. LESSOR reserves the right to install cameras or surveillance devices on the premises and shall provide notice to LESSEE prior to installation.

**Livestock Control and Escapes.**

LESSEE shall maintain adequate control of livestock at all times and shall take all reasonable measures to prevent livestock from leaving the Premises. In the event livestock escape or are discovered outside the lease boundaries on adjacent lands, LESSEE shall make immediate efforts to locate and return such livestock and shall notify LESSOR's General Manager or designee within forty-eight (48) hours of becoming aware of the escape.

**Designated/Authorized Representative (Ranch Foreman).**

LESSEE is required to provide contact information for designated/authorized representative(s) and points of contact responsible for day-to-day grazing management and coordination with LESSOR staff.

Designated/authorized representative(s) must be qualified and experienced individuals in cattle grazing operations and shall be available to LESSOR by phone during regular business hours, and for emergencies after hours and weekends.

All designated/authorized personnel shall sign the GLMP acknowledging and agreeing that they have read, understand, and shall fully comply with the standards, requirements, procedures and terms set forth in the Grazing Lease and GLMP.

**Authorized Access List.**

Lessee shall annually, at the time rent is due, provide LESSOR a written list of all individuals authorized to access the Premises. Only those listed individuals may enter, and only through LESSOR-approved access points. LESSEE shall ensure compliance and promptly provide written updates for any changes.

**Lease subject to recreational use of reservoir.**

If any of the Premises is inundated by the waters stored in the reservoir, LESSEE shall allow the boating public free access over the inundated portions of the Premises. The boating public may also use the beaches immediately adjacent to the shoreline, during daylight hours, provided that LESSEE does not provide overland access to those beaches. If recreational use interferes with LESSEE's use of the property, or for other good reason, LESSOR may post any shoreline on the Premises as "off limits" to the general populace and post "No Trespassing" signs on shoreline a distance of no less than fifty (50) feet from the shore at no cost to LESSEE. At LESSEE's request, LESSOR shall provide LESSEE with "No Trespassing" signs, at no cost to LESSEE, citing California Penal Code section 602.

**Notification to Lessor.**

LESSEE shall maintain timely communication with LESSOR regarding operational activities and any conditions that may affect LESSOR's lands, resources, or infrastructure. Such communication shall include, but not be limited to, maintenance needs, incidents or emergencies, interactions with the public (including recreational patrons), contacts with law enforcement or regulatory agencies (including environmental health), and any other noteworthy events occurring on the Premises. LESSEE shall promptly notify LESSOR of any situation requiring attention or response and provide follow-up information as reasonably requested.

**Acknowledgment.**

By signing below, LESSEE hereby acknowledges, represents, and agrees that it has read, understands, and shall fully comply with the standards, requirements, and procedures set forth in this Grazing Lands Management Plan. LESSEE further acknowledges and agrees that failure to comply with any provision of this GLMP shall constitute a material breach of the Lease and may result in termination of the Lease and any other remedies available to the AGENCY under the Lease or applicable law.

LESSEE Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## EXHIBIT B

### Start-Up Tasks

Grazing Lease No.: \_\_\_\_\_

The following start-up tasks constitute mandatory conditions of this Lease and shall be completed by the LESSEE within the timeframes set forth herein. These requirements are established to ensure compliance with all applicable laws, regulations, and Agency policies, and to facilitate the orderly, safe, and effective implementation of grazing operations on Agency lands. The Agency reserves the right to withhold authorization for livestock operations, restrict access to the leased premises, or take other appropriate administrative action in the event the LESSEE fails to satisfy any of the requirements within the specified timeframes.

#### 1. Mandatory Lease Implementation & Compliance Meeting

The Lessee shall attend an in-person Lease Implementation and Compliance meeting, to be scheduled for **November 2, 2026**, to conduct a review and discussion of lease expectations, applicable rules, policies and related requirements.

#### 2. Rent Payment

Rent payment must be submitted on the day of lease execution.

#### 3. Insurance Certificate

LESSEE is solely responsible for obtaining and submitting the required insurance certificate and all associated endorsements to the Grazing Lease Administrator within thirty (30) days of lease execution.

#### 4. Designated/Authorized Representatives

LESSEE is required to provide contact information for designated/authorized representatives to the Grazing Lease Administrator, upon lease execution as outlined in Exhibit A – Grazing Land Management Plan (GLMP).

Within thirty (30) days of Lease execution, the LESSEE and all designated personnel, including any foreman or individuals responsible for on-site grazing operations, shall review, acknowledge, and execute the GLMP. Execution of the GLMP shall constitute written confirmation that the LESSEE and all designated personnel have read,

understand, and agree to comply with all applicable terms, conditions, and operational requirements set forth therein.

**5. Lease Access**

The LESSEE must provide the Agency with the keys, lock combinations, or codes to all access points associated with the lease as shown in **Exhibit C (Description of Premises)** within thirty (30) days of lease execution.

**6. Grazing Land Initial Assessment**

LESSEE shall submit any grazing land questions, observations, or concerns in writing to the Grazing Lease Administrator. LESSEE may request an on-site meeting with Agency staff to review grazing operations, management expectations, site conditions, and any questions or concerns related to the Lease or Grazing Lease Management Plan (GLMP) within thirty (30) days of lease execution.

**EXHIBIT C**  
**Description of Premises – San Antonio Lease 1 & 2**

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the SAN ANTONIO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit “C”.

**San Antonio Grazing Lease 1**

Grazing Lease 1 Contains approximately 2210 total acres, 1290 acres above the high-water line and 920 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

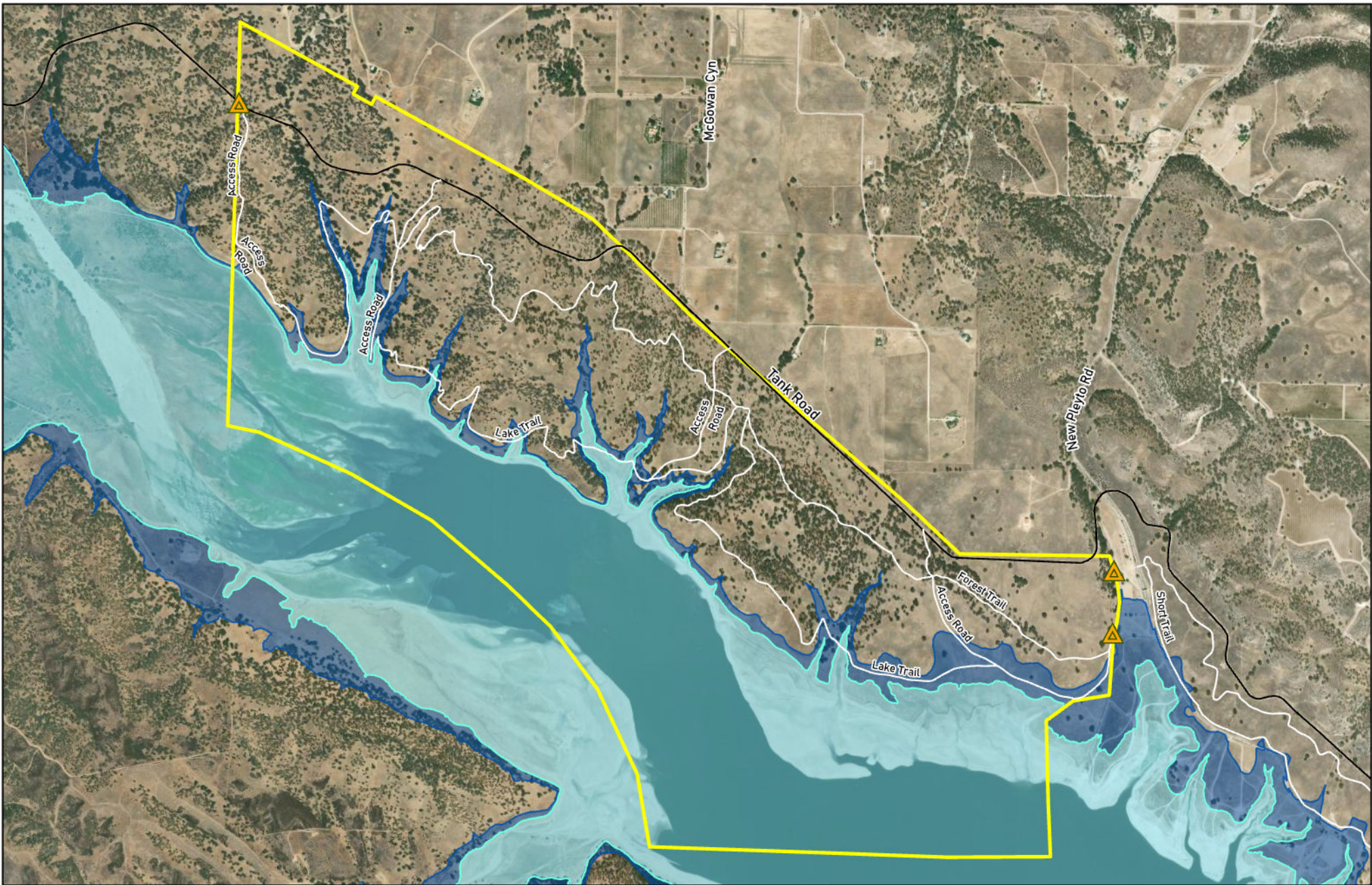
Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels; 219-011-004-000 (portion), 219-011-015-000 (portion), 219-021-001-000 (portion), 219-021-002-000 (portion), 219-021-003-000 (portion), 219-021-007-000 (portion)

**San Antonio Grazing Lease 2**

Grazing Lease 2 Contains approximately 1660 total acres, 950 acres above the high-water line and 710 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels; 219-011-015-000 (portion), 219-021-001-000 (portion), 424-061-018-000 (portion)

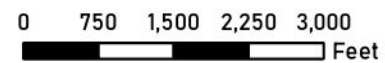




**Grazing Lease 2  
San Antonio Reservoir  
L2-SA**

- |   |                |   |                            |
|---|----------------|---|----------------------------|
|  | Lease Boundary |  | 800-Foot Floodage Easement |
|  | Gate Access    |  | 780-Foot High Water Mark   |

**Legend**



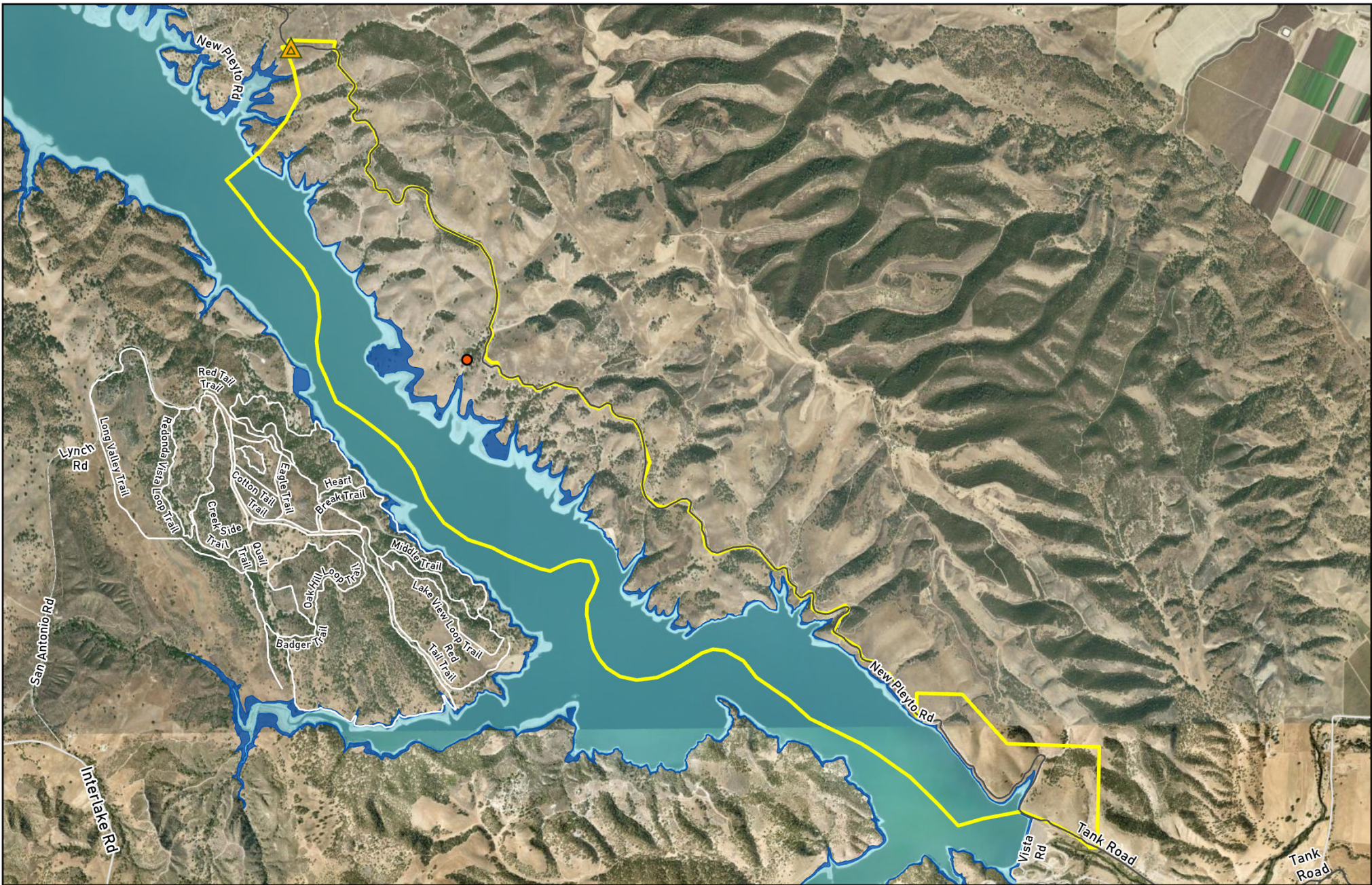
**EXHIBIT C**  
**Description of Premises – San Antonio Lease 3**

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the SAN ANTONIO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit “C”.

Grazing Lease 3 Contains approximately 2670 total acres, 1500 acres above the high-water line and 1170 acres below the high water line.

In case of a discrepancy between words and figures, the words shall prevail.

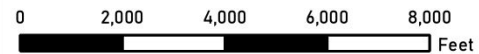
Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels;  
424-061-018-000, 219-021-003-000, 219-021-007-000, 219-021-006-000, 219-021-005-000, 424-091-064-000, 424-091-065-000,



**Grazing Lease 3**  
**San Antonio Reservoir**  
**L3-SA**

**Legend**

- Lease Boundary
- 800-Foot Floodage Easement
- Gate Access
- 780-Foot High Water Mark
- Well



## **EXHIBIT C**

### **Description of Premises – San Antonio Lease 4 & Nacimiento Lease 1**

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to SAN ANTONIO RESERVOIR and NACIMIENTO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit “C”.

#### **San Antonio Grazing Lease 4**

San Antonio Grazing Lease 4 Contains approximately 1100 total acres, 680 acres above the high-water line and 420 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

Monterey County Assessor Parcel Numbers: Parcels and/or portions of parcels; 424-091-065-000 (portion), 424-091-064-000 (portion), 219-021-006-000 (portion), 219-021-005-000 (portion), 424-091-035-000 (portion), 424-091-051-000

San Luis Obispo County Assessor Parcel Number: Parcel and/or portion of parcel; 080-034-003-000, 080-034-018-000 (portion)

#### **Nacimiento Grazing Lease**

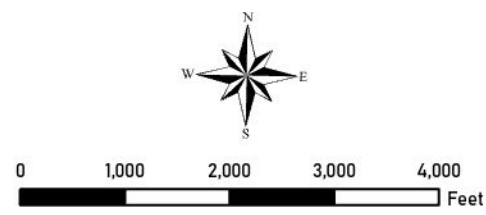
Nacimiento Grazing Lease 1 Contains approximately 335 total acres, 179 acres above the high water line and 156 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

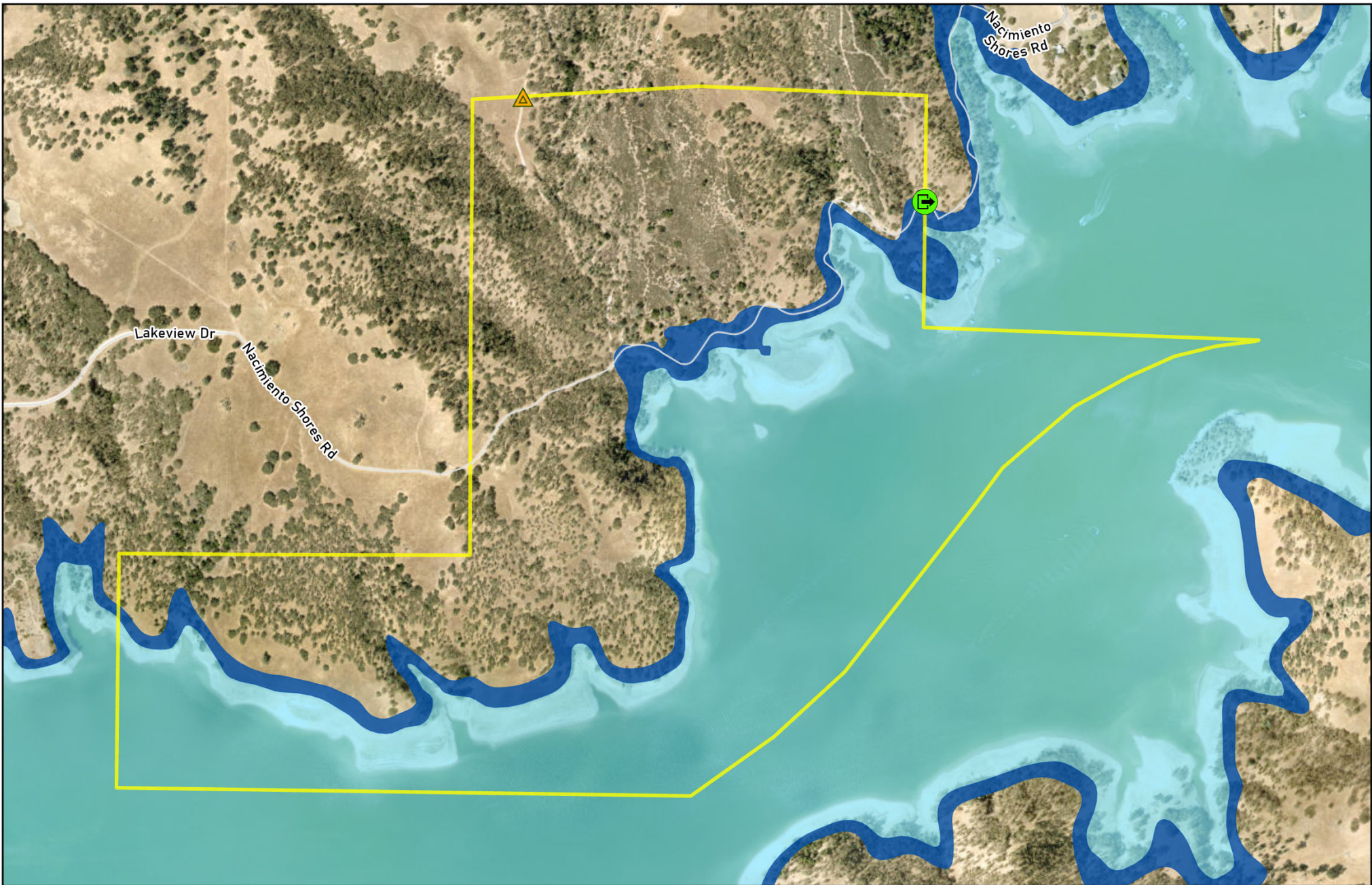
San Luis Obispo County Assessor Parcel Number: Parcel and/or portion of parcel; 080-073-006-000, 080-076-003-000 (portion), 080-077-003-000 (portion), 080-077-002-000 (portion), 080-073-009-000 (portion)



**Grazing Lease 4**  
**San Antonio Reservoir**  
**L4-SA**

- Legend**
- Lease Boundary
  - 800-Foot Floodage Easement
  - 780-Foot High Water Mark
  - ▲ Gate Access

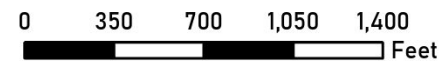




**Grazing Lease 1  
Nacimiento Reservoir  
L1-NAC**

**Legend**

- Lease Boundary
- Gate Access
- Oak Shores  
Emergency Egress
- 825-Foot Floodage  
Easement
- 800-Foot High Water  
Mark



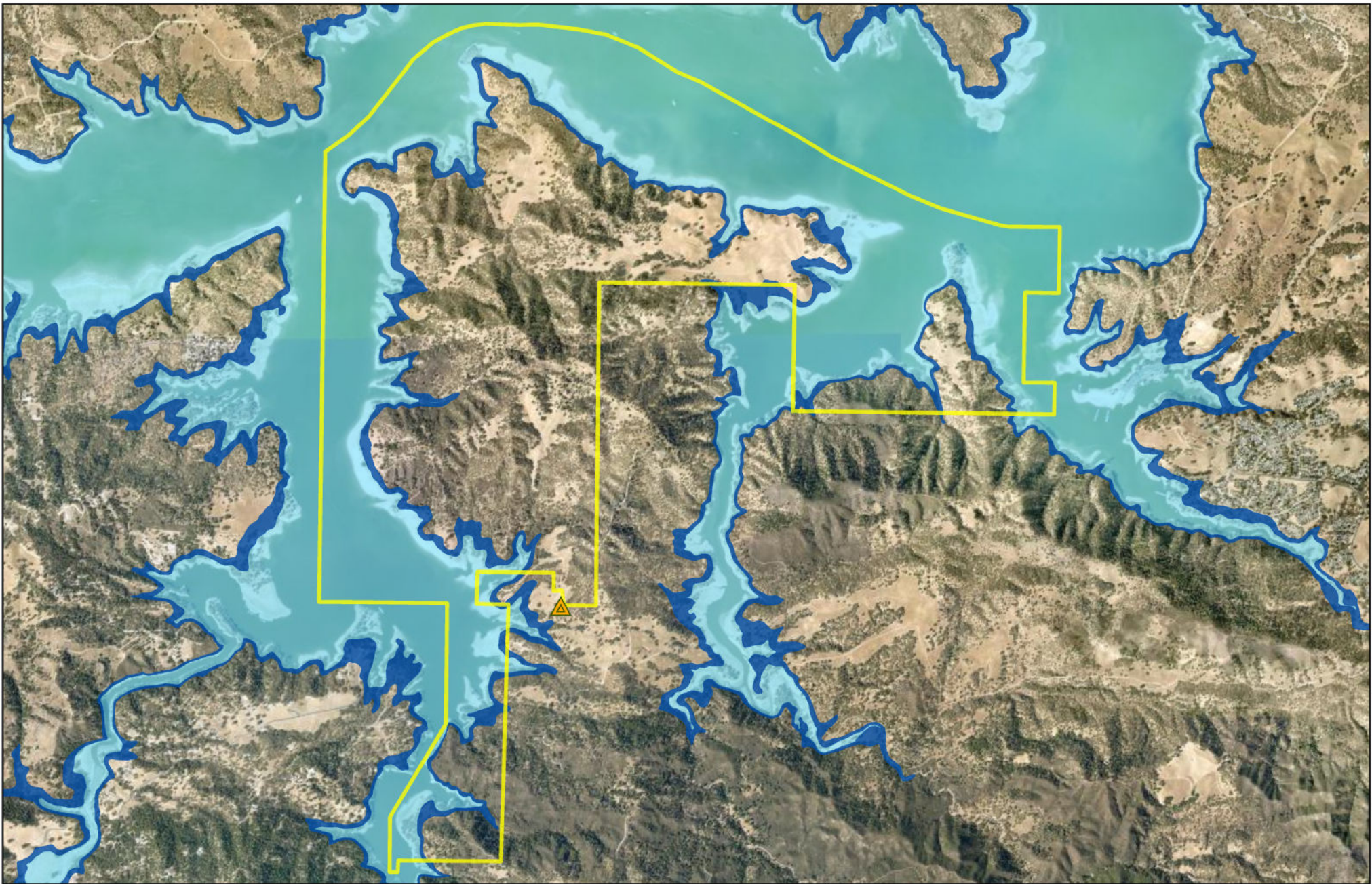
Monterey County  
Water Resources Agency  
Date : 5/28/2026

**EXHIBIT C**  
**Description of Premises – Nacimiento Lease 2**

Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the NACIMIENTO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit “C”.

Grazing Lease 2 Contains approximately 2480 total acres, 1202 acres above the high water line and 1278 acres below the high water line. In case of a discrepancy between words and figures, the words shall prevail.

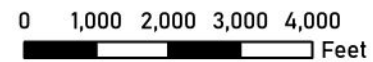
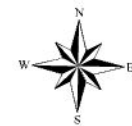
San Luis Obispo County Assessor Parcel Number: Parcels and/or portion of parcels; 080-081-011-000 (portion), 080-121-013-000, 080-081-003-000 (portion), 080-081-010-000, 080-077-001-000, 080-077-002-000 (portion), 080-077-003-000 (portion), 080-081-004-000 (portion), 080-111-001-000 (portion), 080-121-015-000, 080-111-004-000, 080-111-003-000



**Grazing Lease 2  
Nacimiento Reservoir  
L2-NAC**

**Legend**

-  Lease Boundary
-  Gate Access
-  825-Foot Floodage Easement
-  800-Foot High Water Mark



Monterey County  
Water Resources Agency  
Date : 4/1/2026

**EXHIBIT C**  
**Description of Premises – Nacimiento Lease 3A & 3B**

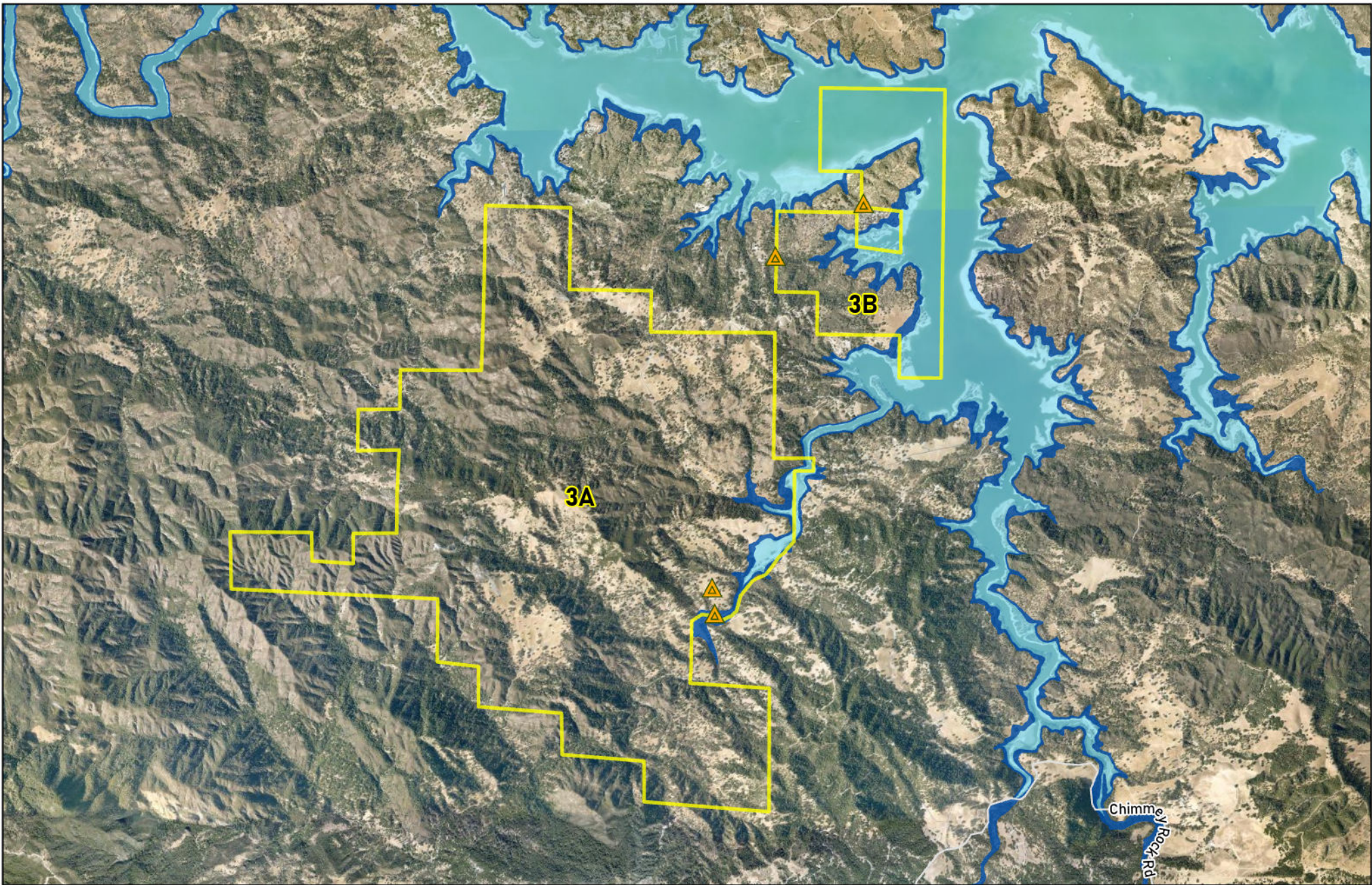
Within those portions of property owned by the MONTEREY COUNTY WATER RESOURCES AGENCY adjacent to the NACIMIENTO RESERVOIR; parcels and/or portions of parcels located within Monterey County or San Luis Obispo County, as depicted on the map attached hereto as Exhibit “C”.

Grazing Lease 3A & 3B Contains approximately 4779 total acres, 4302 acres above the high-water line and 477 acres below the high-water line. In case of a discrepancy between words and figures, the words shall prevail.

San Luis Obispo County Assessor Parcel Number: Parcels and/or portion of parcels;

3A: 080-067-007-000, 080-113-011-000, 080-101-008-000, 080-101-007-000, 080-111-008-000, 080-111-009-000, 014-011-004-000, 014-011-005-000, 080-051-010-000, 080-051-003-000, 080-051-009-000, 080-051-008-000

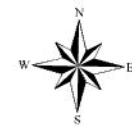
3B: 080-076-006-000, 080-114-010-000, 080-076-003-000 (portion), 080-077-003-000 (portion),  
080-077-002-000 (portion), 080-111-001-000 (portion)



**Grazing Lease 3A & 3B  
Nacimiento Reservoir  
L3-NAC**

**Legend**

- Lease Boundary
- 825-Foot Floodage Easement
- 800-Foot High Water Mark
- Gate Access



**EXHIBIT D**  
**Schedule of Fees and Expenses**

Name	Purpose	Amount/Rate
<i>Non-compliance</i>	A fee will be assessed for each additional inspection or follow-up required to address deficiencies, including but not limited to untimely or incomplete LESSEE reporting, failure to meet documentation requirements, or issues identified during an annual inspection.	Flat fee: \$250 per inspection or correspondence required
<i>Late Charge</i>	Assessed on balances 30 days after they come due.	Ten percent (10%) of the overdue amount
<i>Lease Violation (Breach)</i>	A contractual penalty assessed when breaches of lease occur.	First breach: \$500  Second breach: \$1,000  Third breach: Termination
<i>Property Clean-Up Fee</i>	Fee for clean-up, such as pollution, dumping, abandoned Property	Actual costs of clean-up and all staff time, plus ten percent (10%) Administrative Fee

## **Exhibit E**

### **Special Conditions of Premises**

#### **San Antonio Lease 1**

No additional lease-specific provisions apply to this Lease. Any future agreements or amendments applicable to this Lease area may be incorporated upon execution by the Parties.

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#### **San Antonio Lease 2**

**1. Access Through North Shore San Antonio Park Campgrounds**

LESSEE acknowledges that access to the Premises is provided through North Shore San Antonio Park and shall comply with all applicable Agency and County of Monterey, County Public Works, Facilities, and Parks Department access requirements. Parks Department Administration will be given names of LESSEE and foreman for access. LESSEE and foreman shall comply with all access restrictions, operating hours, gate procedures, vehicle restrictions, speed limits, safety requirements, and other conditions established for the use of park roads, gates, and facilities. LESSEE shall be responsible for obtaining and maintaining any required access permissions and shall not allow unauthorized persons to enter the Premises through Agency or County-controlled access points.

**2. Equestrian Facility and Trail Use.**

LESSEE acknowledges the existence of the Los Robles Equestrian Facility and associated trail system located within or adjacent to the Premises. Public and authorized equestrian access through the lease area shall not be obstructed by LESSEE.

**3. Fort Hunter Liggett Tank Road Easement.**

The Premises are subject to the terms and conditions of the Fort Hunter Liggett Tank Road easement. LESSEE shall not interfere with lawful use of the easement. The road easement begins at the northwest boundary of the lease, spans the entire length of the lease, and ends at the southeast boundary line of the lease. Easement document available upon request.

**4. Fence Maintenance Requirements.**

LESSEE acknowledges that seasonal and annual fence maintenance may be required to prevent cattle from entering adjacent properties, including the North Shore San Antonio Park and the United States Army property.

## **Exhibit E**

### **Special Conditions of Premises**

#### **San Antonio Lease 3**

**1. Access Through North Shore San Antonio Park Campgrounds.**

LESSEE acknowledges that access to the Premises is provided through North Shore San Antonio Park and shall comply with all applicable Agency and County of Monterey, County Public Works, Facilities, and Parks Department access requirements. Parks Department Administration will be given names of LESSEE and foreman for access. LESSEE and foreman shall comply with all access restrictions, operating hours, gate procedures, vehicle restrictions, speed limits, safety requirements, and other conditions established for the use of park roads, gates, and facilities. LESSEE shall be responsible for obtaining and maintaining any required access permissions and shall not allow unauthorized persons to enter the Premises through Agency or County-controlled access points.

**2. Fort Hunter Liggett Tank Road Easement.**

The Premises are subject to the Hunter Liggett Tank Road easement. LESSEE shall not interfere with lawful use of the easement. The road easement begins at the northwest boundary of the lease, spans the entire length of the lease, and ends at the southeast boundary line of the lease. Easement document available upon request.

**3. Existing Water Well.**

LESSEE acknowledges the existence of a water well located on the Premises that supplies water to an adjacent private property. LESSEE shall not interfere with the operation, maintenance, or access associated with such well.

**4. Reservoir Water Agreement.**

LESSEE acknowledges that the Agency maintains an existing agreement authorizing the delivery or use of reservoir water for cattle operations on an adjacent private property. LESSEE shall not interfere with activities authorized under such agreement. LESSEE further acknowledges that the adjacent property owner, water user, and/or their authorized representatives may require occasional access to portions of the Premises in connection with the exercise of rights authorized under such agreement. The Agency shall be notified in advance, whenever reasonably practicable, of any such access. Any such access shall be conducted in a manner

that minimizes interference with LESSEE's operations to the extent reasonably practicable.

**Exhibit E**  
**Special Conditions of Premises**

**San Antonio Lease 4**

**1. Shared Private Road Easements.**

The Premises are subject to existing road easements providing access to several adjacent private property parcels along the main lease road. These private properties are located slightly Southwest of the lease. LESSEE shall not obstruct or interfere with lawful easement access or use. Easement documents available upon request.

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**Nacimiento Lease 1**

**1. Shared Private Property Access.**

LESSEE acknowledges that the lease is accessed through Tierra Redonda Road, which is shared with several adjacent private property owners and contains multiple access gates prior to reaching the lease gate. LESSEE shall not obstruct or interfere with lawful access. of this shared roadway. Tierra Redonda Road is displayed on the lease map within **Exhibit C – Description of Premises**, and the roadway agreement is available upon request.

**2. Emergency Egress Road.**

The Premises includes the Oak Shores Emergency Egress Road, which is maintained by the County of San Luis Obispo Public Works and intended for emergency use purposes. LESSEE shall not obstruct or interfere with access to or maintenance of the emergency egress road.

**Exhibit E**  
**Special Conditions of Premises**

**Nacimiento Lease 2**

**1. Private Property Within Lease Area.**

LESSEE acknowledges the existence of a private property parcel, located off of Angus Ranch Way, within the main gate area of the Premises and shall not interfere with lawful access to such property. Easement document available upon request.

**Exhibit E**  
**Special Conditions of Premises**

**Nacimiento Lease 3A and 3B**

**1. Running Deer Gate Access.**

LESSEE acknowledges that the Premises are located within the locked Running Deer gate area, a private community located on the southern portion of Nacimiento Reservoir, and slightly East of the grazing lease. Access may be subject to gate restrictions and coordination requirements. LESSEE must coordinate with Agency staff and the Running Deer private community to ensure gate codes are up to date for access.

**2. South Nacimiento Road Association Roadway.**

Lease Area 3A contains a paved roadway providing access to private lake communities pursuant to agreements with the South Nacimiento Road Association (“SNRA”). LESSEE shall not obstruct or interfere with roadway access or authorized use. Agreement document available upon request.

**3. Private Dirt Road Easements.**

Lease Area 3A is subject to dirt road easements benefiting adjacent private property parcels. LESSEE shall not interfere with lawful easement access or use. Easement documents are available upon request.

**4. Seasonal Creek Crossing.**

LESSEE acknowledges that the main lease road includes a creek crossing that may become impassable during storm events, or periods of high flow, or when reservoir elevations are high. LESSOR makes no guarantee regarding uninterrupted access during such conditions.

**EXHIBIT F**  
**Request for Improvement**

Only improvements expressly approved in advance by LESSOR may be eligible for reimbursement as set forth.

Lease Improvement Definition: “Lease Improvements” mean any alteration, addition, or installation that materially changes or enhances the Premises beyond routine maintenance or repair, including but not limited to new structures, facilities, or infrastructure.

1. **Reimbursement Eligibility.** Certain improvements are subject to reimbursement. To receive an eligible reimbursement, the proposed improvements AND the maximum amount to be reimbursed must both be approved in writing by the Grazing Lease Administrator prior to commencement of improvement. The amount to be reimbursed will be applied only to permanent improvements.
  
2. **Improvement Request.** Prior to any improvements commencing, LESSEE shall make an improvement plan(s) request, submitted to the Grazing Lease Administrator via email, and shall include:
  - a. A description of the improvements, standard specifications or typical detail, and location map;
  - b. A complete list of all estimated costs for materials and labor to complete the project;
  - c. Any permits required and whether any other Agency approval is needed in order to complete the project;
  - d. Estimated start and completion dates for the project; and
  - e. Any annual maintenance costs needed after the project is completed.Eligibility for reimbursement will be determined at the time of approval.
  
3. **Approval.** The Grazing Lease Administrator shall review all requests and will respond in writing whether the request is approved or denied and may include additional requirements.
  
4. **Completion Notice.** Once the improvements are complete, the LESSEE notifies the LESSOR and provides all necessary documents, including all invoices for services and supplies and photos of completed work.

LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

5. **Improvements stay with the land.** All improvements approved and reimbursed under this Lease Agreement shall be maintained and stay with the land after lease termination.

**EXHIBIT G**  
**Request for Repair**

Only repairs expressly approved in advance by LESSOR may be eligible for reimbursement as set forth.

Repair Definition: "Repair" means work performed to restore an existing improvement to its original condition or functionality without materially altering its design, capacity, or useful life.

1. **Reimbursement Eligibility.** Certain repairs are subject to reimbursement. To receive an eligible reimbursement, the proposed repairs AND the maximum amount to be reimbursed must both be approved in writing by the Grazing Lease Administrator prior to commencement of repair. The amount to be reimbursed will be applied only to permanent repairs.
2. **Repair Request.** Prior to any repairs commencing, LESSEE shall make a repair request, submitted to the Grazing Lease Administrator via email, and shall include:
  - a. A description of the repair(s), standard specifications or typical detail, and location map;
  - b. A complete list of all estimated costs for materials and labor to complete the repair;
  - c. Any permits required and whether any other Agency approval is needed in order to complete the repair;
  - d. Estimated start and completion dates for the repair; and
  - e. Any annual maintenance costs needed after the repair is completed. Eligibility for reimbursement will be determined at the time of approval.
3. **Approval.** The Grazing Lease Administrator shall review all requests and will respond in writing whether the request is approved or denied and may include additional requirements.
4. **Completion Notice.** Once the repair(s) are complete, the LESSEE notifies the LESSOR and provides all necessary documents, including all invoices for services and supplies and photos of completed work.

LESSEE shall not offset or deduct any repair costs from rent except as expressly approved by LESSOR.

5. **Repairs Stay With the Land.** All repairs approved and reimbursed under this Lease Agreement shall be maintained and stay with the lands as a fixture after lease termination.

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**SAN ANTONIO & NACIMIENTO RESERVOIR GRAZING LEASES**  
**PRE-QUALIFICATION BIDDER FORM**

**Section 1 — Bidder Information**

Legal Name of Bidder (Individual or Entity):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Bidder:  Individual  Partnership  Corporation  LLC  Other: \_\_\_\_\_

Authorized Representative (if applicable): \_\_\_\_\_

Title: \_\_\_\_\_

Distance Between Bidder's / Authorized Representative's Principal Residence and Lease Site (in miles): \_\_\_\_\_

\_\_\_\_\_

**Section 2 — Financial Information (THIS INFORMATION WILL BE KEPT CONFIDENTIAL)**

The purpose of this section is to ascertain the financial strength and stability of the Bidder's current Business Entity.

Please fill out **Attachment 1: Summary Income Statement** and provide the necessary supporting documentation such as one of the following:

- 2024 and 2025 Tax Returns
- Most recent Financial Statement with all Schedules
- Most current Monthly and Year-to-Date Income and Expense Statement

Note: The Financial Statement should include a Balance Sheet, an Income Statement, and a change in Financial Position Statement.

\_\_\_\_\_

**Section 3 — Cattle Grazing Eligibility & Experience**

Please complete all sections below and attach any additional information to this packet.

*Please check each item to confirm compliance:*

**A. Legal Eligibility**

- Bidder is legally authorized to enter into contracts and hold an agricultural lease in the State of California.
- Bidder (and any affiliated entities) is not debarred, suspended, or otherwise excluded from public contracting in California.

**B. Grazing & Land-Use Qualifications**

- Bidder has the experience, capacity, and resources to conduct livestock grazing in a manner consistent with the Agency’s land-management objectives.
- Bidder agrees to comply with all applicable federal, state, and local laws, including:
  - California Public Resources Code
  - California Environmental Quality Act (CEQA)
  - Local rangeland, watershed, and fire-prevention requirements
  - Any site-specific grazing management plan adopted by the Agency
- Bidder or responsible party is able to respond to on-site emergencies within 1 hour.

**C. Insurance & Financial Requirements**

- Bidder shall provide proof of liability insurance meeting Agency minimum, prior to lease execution.
- Bidder has no outstanding unpaid obligations to the Agency.
- Bidder has the financial capacity to meet annual rent, fees, and operational costs associated with the lease.

**D. Compliance With Lease Terms**

- Bidder has reviewed the draft Grazing Lease Agreement and corresponding exhibits, and agrees to comply with all terms if awarded.
- Bidder understands that failure to comply with lease terms may result in termination and forfeiture of payments.
- Bidder has not been found in violation of a grazing lease or land-use agreement, or has disclosed such violations.

**E. Grazing Experience**

Describe your experience and expertise in managing livestock grazing operations:

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List any classes, education, and years of on-the-job training that qualify you as a LESSEE:

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What percentage of time is dedicated to the management of grazing cattle?:

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Are you currently operating a cattle-grazing lease? If yes, please provide the LESSOR's name, location of operations and lease termination date:

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Please provide 3 business references. The Agency reserves the right to contact each business listed below:

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**Section 4 — Conflict of Interest Disclosure**

Bidder affirms that no conflict of interest exists under California Government Code §1090, §87100, or related provisions.

If a potential conflict exists, describe below:

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**Section 5 — Certification & Signature**

By signing this certification, the bidder affirms that they meet all eligibility requirements established by Monterey County Water Resources Agency for participation in the grazing land lease auction for Grazing Leases at Nacimiento and San Antonio Reservoirs.

I hereby certify under penalty of perjury under the laws of the State of California that:

1. All information provided in this certification is true and correct.
2. I am authorized to submit this certification on behalf of the bidder.
3. The bidder meets all eligibility requirements to participate in the grazing land lease auction conducted by Monterey County Water Resources Agency.
4. I understand that providing false or misleading information may result in disqualification, cancellation of award, or other remedies available to the agency.

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

---

**Section 6 — AGENCY USE ONLY**

**Date Received:** \_\_\_\_\_

**Reviewed By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Eligibility Determination:**  Eligible  Not Eligible

**Notes:**

**ATTACHMENT 1: SUMMARY INCOME STATEMENT FOR BUSINESS ENTITY\***  
**(THIS INFORMATION WILL BE KEPT CONFIDENTIAL)**

**Name of Bidder:** \_\_\_\_\_

	ESTIMATES	
	2024	2025
NET SALES		
COST OF SALES		
GROSS PROFIT		
ADMINISTRATIVE EXPENSES		
SELLING EXPENSES		
OTHER EXPENSES		
<b>TOTAL EXPENSES</b>		
PROFIT (LOSS)		
INCOME TAXES (ESTIMATED)		
NET PROFIT (LOSS)		

\* Please provide the necessary supporting documentation described in Section 2.

**Has the Bidder declared Bankruptcies, insolvency filings, or business reorganizations within the past seven (7) years?**

No

Yes. Please describe the past, current, or pending status of these bankruptcy proceedings: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

## MONTEREY COUNTY WATER RESOURCES AGENCY

### PROJECT: GRAZING LEASES MONTEREY COUNTY AND SAN LUIS OBISBO, CALIFORNIA PROJECT NO. 26-004 BID PACKAGE NO. 26-004

#### NOTICE TO BIDDERS

The Monterey County Water Resources Agency (MCWRA or Agency) manages grazing leases on Agency-owned lands surrounding the Nacimiento and San Antonio Reservoirs. The Grazing Lease Program supports responsible livestock grazing while promoting watershed protection, vegetation management, wildfire fuel reduction, infrastructure stewardship, and long-term land management objectives. Grazing activities are governed by Grazing Lease Agreements and the Grazing Lands Management Plan (GLMP), which outline operational standards, stewardship responsibilities, monitoring requirements, and compliance procedures.

The program covers approximately 16,400 acres of Agency-owned rangelands associated with the two reservoir systems. These lands are separated into five separate grazing lease areas that will be available, beginning on November 1, 2026, for a ten-year lease term. The leases are described as follows: San Antonio 1&2; San Antonio 3; San Antonio 4 & Nacimiento 1; Nacimiento 2; and Nacimiento 3A&3B. Maps of the lease areas can be found at [mcwater.info](http://mcwater.info) on the Grazing Lease Program page.

#### **Bid Pre-qualification Requirement**

Only individuals who submit a complete Bid Pre-qualification Form by **12:00 p.m. on Thursday, July 23, 2026**—either at 1441 Schilling Place, North Building, Salinas, CA 93901, or by email to [WRAl easeadmin@countyofmonterey.gov](mailto:WRAl easeadmin@countyofmonterey.gov)—and whose forms are approved by the Agency, are eligible to participate in the bidding process.

Bidders with an existing Agency grazing lease must be deemed a **Lessee in Good Standing**, meaning they have met all requirements of their current lease. The Agency may disqualify individuals or corporations based on financial capability, insufficient grazing-operations experience, or for other legitimate cause.

A list of qualified bidders will be posted on the Agency website at least one day prior to the public auction. Only individuals whose names appear on the posted list may bid.

#### **Sealed Bids**

Sealed bids will be received at the Monterey County Water Resources Agency, 1441 Schilling Place, North Building, Salinas, CA 93901, until **9:00 a.m. on Wednesday, July 29, 2026**.

Each bid must comply with the Bid Pre-qualification Form, Grazing Lease Agreement specifications, all addenda, Special Provisions/Conditions, General Conditions, and all other Lease Documents. Bids must be submitted using the bid form prescribed by the Agency. Minimum bids for each lease are listed in the **2026 MCWRA Grazing Lease Minimum Bid Schedule** available at mcwater.info.

Bids shall be sealed and clearly marked on the outside of the envelope with the Bidder name and Bid Number. BIDS RECEIVED AFTER THIS DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED UNOPENED TO BIDDER.

### **Bid Opening and Live Auction**

The sealed bids will be publicly opened and read, beginning at **10:00 a.m. on Wednesday, July 29, 2026**, in the Cayenne Conference Room at 1441 Schilling Place, North Building, Salinas, CA 93901. The live auction will begin immediately after. The highest sealed bid submitted by a qualified bidder, for each lease, will serve as the opening bid at auction.

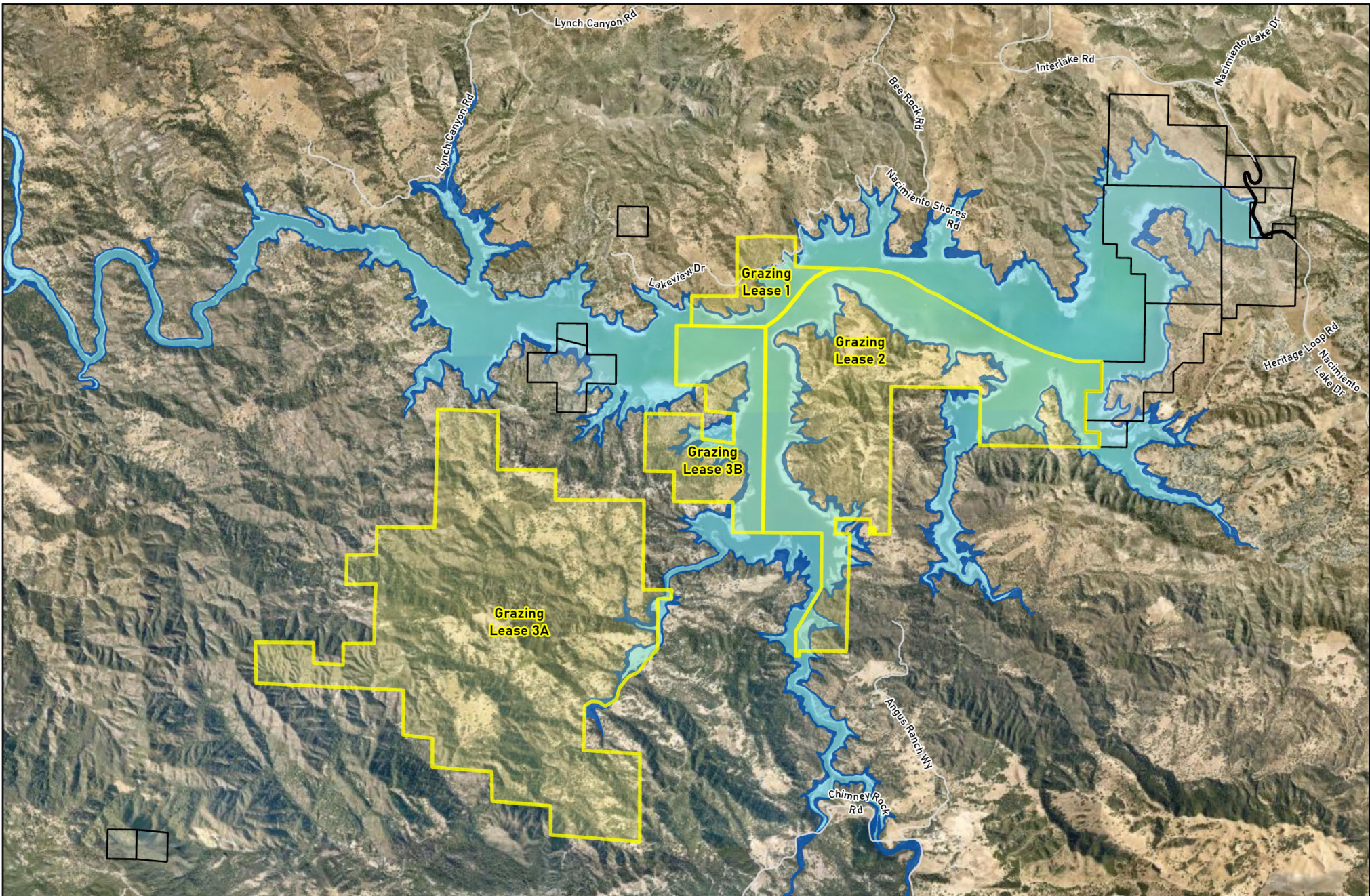
### **Lease Documents and Questions**

Lease documents may be downloaded from the Agency's website (mcwater.info) under the **Grazing Lease Program** or examined in person at the Agency office during normal business hours. Electronic copies may also be requested by contacting Jessell Fenley at WRAleaseadmin@countyofmonterey.gov or (831) 755-4860.

All questions during the bidding period must be submitted by email to WRAleaseadmin@countyofmonterey.gov, Attention: Jessell Fenley, no later than **12:00 p.m. on July 17, 2026**. Responses will be posted on the project webpage on July 21, 2026. No questions will be accepted after the deadline.

### **Agency Rights**

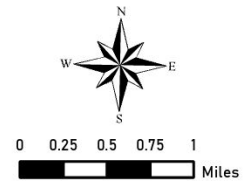
The Agency reserves the right to reject any or all bids, waive irregularities or informalities, or re-bid the leases. No bidder may withdraw a bid for sixty (60) days after the opening without written Agency consent.

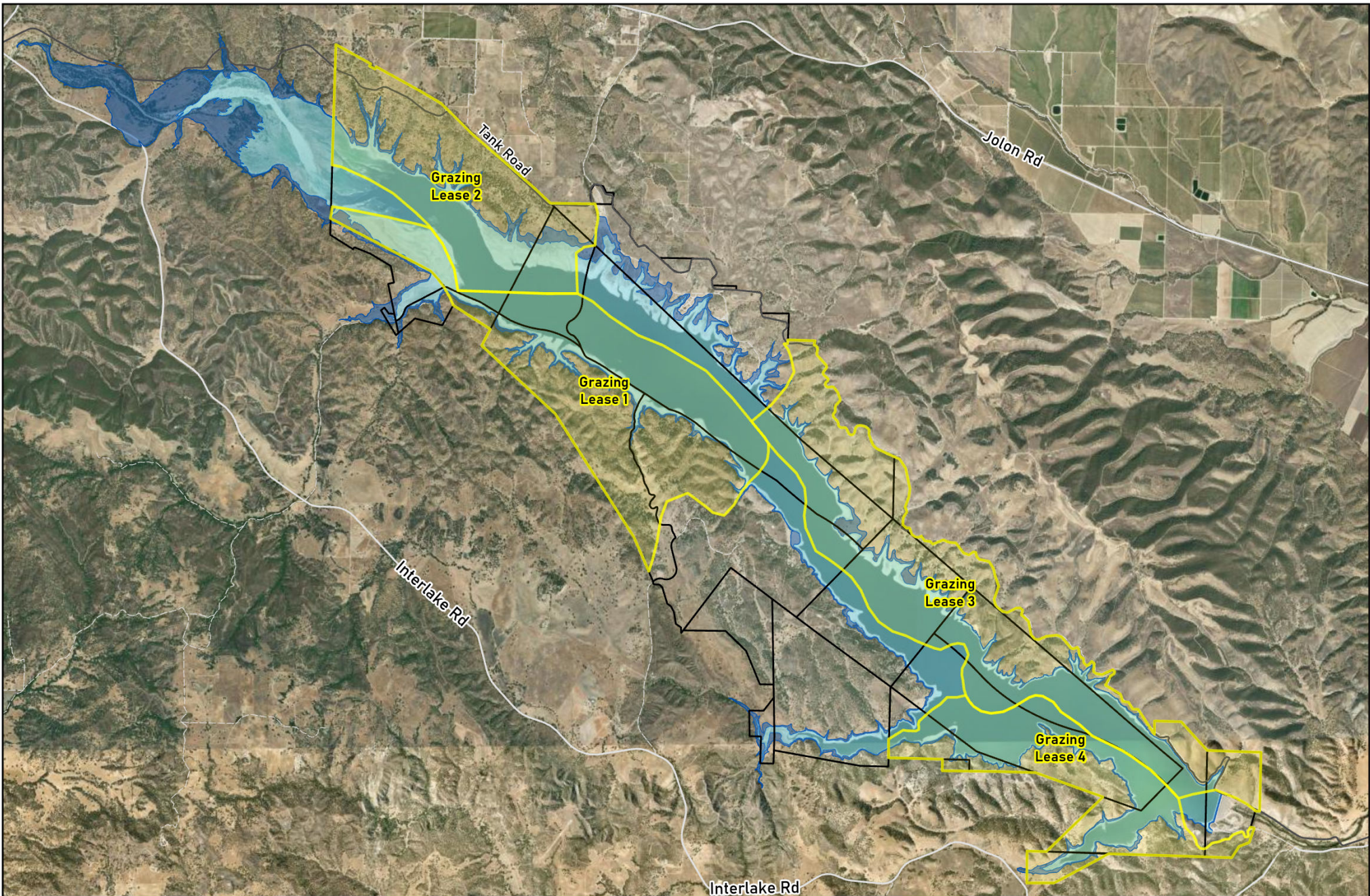


**Nacimient Reservoir**  
Grazing Leases and  
MCWRA Owned Parcels

- Legend**
-  Lease Boundary
  -  MCWRA Owned Parcels
  -  800-Foot High Water Mark
  -  825-Foot Floodage Easement

Lease	Acres Above HWM 800	Acres Below HWM 800	Total Acres
1	168	141	309
2	1325	1202	2527
3A	3917	32	3949
3B	357	401	758



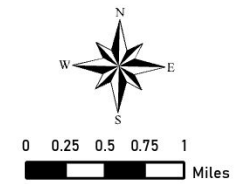


**San Antonio Reservoir**  
Grazing Leases and  
MCWRA Owned Parcels

**Legend**

- Lease Boundary
- MCWRA Owned Parcels
- 780-Foot High Water Mark
- 800-Foot Floodage Easement

Lease	Acres Above HWM 780	Acres Below HWM 780	Total Acres
1	1240	1094	2334
2	999	719	1718
3	1509	1190	2699
4	664	683	1347



**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**SAN ANTONIO & NACIMIENTO RESERVOIR GRAZING LEASES**  
**2026 MINIMUM BID SCHEDULE**

The Minimum Bid Amount shown below is an annual rate for each lease.

<b>LEASE</b>	<b>MINIMUM BID AMOUNT</b>
San Antonio 1 & 2	\$80,712
San Antonio 3	\$40,584
San Antonio 4 & Nacimiento 1	\$17,784
Nacimiento 2	\$37,392
Nacimiento 3A & 3B	\$39,564

## 2026 Grazing Lease Bidding Cycle

### **DRAFT Timeline:**

1. June 3: Planning Committee recommendation to BOD on bid approval
2. June 15: BOD recommend approval of bid packet and noticing
3. June 23: BOS approval of bid packet and noticing
4. June 30: Publish Public Notices
5. July 14-15 Optional on-site overviews of leases for prospective bidders
6. July 17: Bid package questions due at noon
7. July 21: Bid package answers published by 5pm
8. July 23: Pre-qualifications due by noon
9. July 27: Notify bidders if they have passed/failed by 5pm
10. July 29: Sealed bids due by 9am
11. July 29: Bid opening at 10am and oral bids accepted
12. August 11: Certify bid results with BOS
13. August 31: Execute lease agreements for each lease and receive first payment
14. Nov. 1: New leases in effect
15. Nov. 2: Mandatory meeting/training for all new lessees

**MONTEREY COUNTY WATER RESOURCES AGENCY**  
**SAN ANTONIO & NACIMIENTO RESERVOIR GRAZING LEASES**  
**2026 BID FORM**

Only Bidders that were approved by the Monterey County Water Resources Agency may submit a Bid Form. The Minimum Bid Amount for each lease and other relevant documents are available at ***mcwater.info*** under the Grazing Lease Program.

**Section 1 — Bidder Information**

Legal Name of Bidder (Individual or Entity):

\_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Representative (if applicable): \_\_\_\_\_

**Section 2 — Bid for Annual Rent**

Lease Name (select one):

\_\_\_\_\_ San Antonio 1 & 2

\_\_\_\_\_ San Antonio 3

\_\_\_\_\_ San Antonio 4 & Nacimiento 1

\_\_\_\_\_ Nacimiento 2

\_\_\_\_\_ Nacimiento 3A & 3B

Proposed Annual Rent Amount: \_\_\_\_\_

**Section 3 — Certification**

For purposes of this proposal, leasing premises are made available to the Lessee, during the term of the Lease and subject to the Agency's requirements per said Lease.

Bidder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Before the Board of Supervisors of the Monterey County Water Resources Agency  
County of Monterey, State of California**

**Resolution No.** \_\_\_\_\_

- a) Approving the proposed Monterey County Water Resources Agency (Agency) grazing lease, bidders pre-qualification form, public notice to bidders, lease area maps, minimum bid schedule, timeline, grazing lease bid form for grazing lands located at and around San Antonio and Nacimiento Reservoirs;
- b) Directing the Clerk of the Board of Supervisors to advertise for bids; and,
- c) Authorizing the General Manager of the Agency to modify the grazing lease and bid forms lease, subject to approval as to form by the County Counsel

**WHEREAS**, the Monterey County Water Resources Agency has historically leased portions of its property at and around the San Antonio Reservoir in Monterey County and the Nacimiento Reservoir in San Luis Obispo County for livestock grazing; and,

**WHEREAS**, the Agency’s grazing lease program is intended to implement management methods that meet the Agency’s conservation goals of protecting the water quality and quantity of both reservoirs, and the Agency wishes to lease its grazing lands to bidders experienced and qualified to accomplish those goals; and,

**WHEREAS**, the Agency wishes to establish a process for the qualification of potential grazing land lessees, public bidding of those leases, and a schedule of grazing lease contract and program fees that seek to recoup the Agency’s costs of implementing its grazing lease program.

**NOW, THEREFORE, BE IT RESOLVED** by the Monterey County Water Resources Agency Board of Supervisors that:

- a) Approving the proposed Monterey County Water Resources Agency (Agency) grazing lease, bidders pre-qualification form, public notice to bidders, lease area maps, minimum bid schedule, timeline, grazing lease bid form for grazing lands located at and around San Antonio and Nacimiento Reservoirs;
- c) Directing the Clerk of the Board of Supervisors to advertise for bids; and,
- d) Authorizing the General Manager of the Agency to modify the grazing lease and bid forms lease, subject to approval as to form by the County Counsel.

**PASSED AND ADOPTED** on this \_\_\_\_ day of June 23, 2026, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_\_\_, on \_\_\_\_\_.

Dated: \_\_\_\_\_

Valerie Ralph, Clerk of the Board of Supervisors, County of Monterey, State of California.

By: \_\_\_\_\_  
Deputy



***Before the Board of Directors of the Monterey County Water Resources Agency  
County of Monterey, State of California***

**BOARD ORDER No. 26-021**

**RECOMMEND THAT THE BOARD OF SUPERVISORS OF THE )  
MONTEREY COUNTY WATER RESOURCES AGENCY APPROVE )  
GRAZING LEASE FORMS AND A PUBLIC BID NOTICE FOR AGENCY )  
GRAZING LANDS LOCATED AROUND SAN ANTONIO AND )  
NACIMIENTO RESERVOIRS; AND DIRECT THE CLERK OF THE )  
BOARD OF SUPERVISORS TO ADVERTISE FOR BIDS. )**

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_, and carried out by those members present, the Board of Directors hereby:

1. Recommends that the Board of Supervisors of the Monterey County Water Resources Agency approve proposed grazing lease forms and a public bid notice for grazing lands located around San Antonio and Nacimiento Reservoirs; and
2. Recommends that the Board of Supervisors of the Monterey County Water Resources Agency directs the Clerk of the Board of Supervisors to advertise for bids

PASSED AND ADOPTED on this **15th** day of **June 2026**, by the following vote, to-wit:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
BY: Matthew Simis, Chair  
Board of Directors

\_\_\_\_\_  
ATTEST: Ara Azhderian  
General Manager