

ATTACHMENT D

Income statements for AgP No. 2013-002
(M. Rodoni and Company);
Letter dated October 12, 2012 and
Livestock Grazing Lease effective July 1, 2012.



Board of Supervisors, County of Monterey
Application for Establishment of an Agricultural Preserve and
Application for Land Conservation Contract

Attachment 8:

- a. The property was purchased on January 14, 2011. The property was previously owned by Harry Edward Blohm who used the property for cattle grazing. M. Rodoni & Company is leasing the property for livestock grazing to Nathan M. Holaday at \$10.00 per head per month and is currently receiving between \$140.00 to \$600.00 per month.

- b. Attached is legal description

- c. Attached is the Title Company Location Map depicting the subject property and it's exterior boundaries.

SUPPLEMENT TO APPLICATION FOR
LAND CONSERVATION CONTRACT

Applicant: M. RODONI AND COMPANY

Location: 54240 Pine Canyon Road, King City, California

Attachment 8, Subsection (a) is hereby amended to read as follows:

The subject property was purchased by Applicant, M. RODONI AND COMPANY, on January 14, 2011. Applicant took possession of the property on October 1, 2011. The previous owner of the property, HARRY EDWARD BLOHM, used the cattle grazing purposes. An interim arrangement was entered into M. RODONI AND COMPANY to lease the property for grazing to NATHAN M. HOLADAY on a per head basis. Effective July 1, 2012, M. RODONI AND COMPANY as Lessor and NATHAN M. HOLADAY as Lessee entered into a one year Livestock Grazing Lease commencing effective July 1, 2012 at the rate of \$800.00 per month (\$9,600.00 per year). The Lease is subject to automatic renewal on a year-to-year basis.

Respectfully submitted.

Dated: September 5, 2012

M. RODONI AND COMPANY

By:


MARIO RODONI

JOHN L. RITCHEY III
STEPHEN N. WYCKOFF
MARSHA B. SHANLE

WYCKOFF, RITCHEY & SHANLE

LAW OFFICES
615 WATER STREET
POST OFFICE BOX 1119
SANTA CRUZ, CALIFORNIA 95061-1119
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STEPHEN WYCKOFF (1912-1992)
H. C. LUCAS (1879-1952)
HARRY C. LUCAS, JR. (1912-1983)
LOYD R. MILLER (1908-1988)

October 12, 2012

Gregg McFarlane
Monterey County Assessor Office
P.O. Box 570
Salinas, California 93902-0570

Re: M. Rodoni and Company Land Conservation Contract
Applicant: M. Rodoni and Company
Location: 54240 Pine Canyon Road, King City, California

Mr. McFarlane:

In our telephone conversation earlier this week you requested a copy of the Grazing Lease on the above property and contact information for the Lessee, Nathan Holaday.

Enclosed is a copy of the Livestock Grazing Lease between M. Rodoni & Company and Nathan M. Holaday for the period July 1, 2012 through June 30, 2013. Mr. Holaday can be reached at:

P.O. Box 1587
King City, California 93930
(831) 595-4499

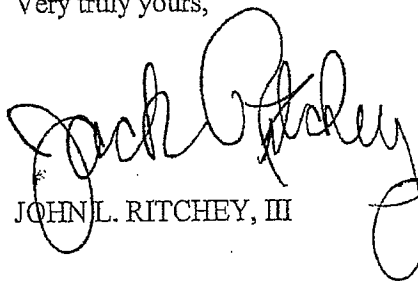
Unfortunately, I was not able to reach the Rodonis and make arrangements to coordinate with you for an inspection of the property earlier this week. The Rodonis are brussel sprouts growers here in Santa Cruz and are now in the middle of their harvest. If you will contact me again, we can try to set up an appointment for one of the Rodonis to meet you at the site for a property inspection. Alternatively, we could furnish to you photographs of the property which I believe will substantiate that there is substantial grazing land and water on the property. You might also want to discuss that issue with Mr. Holaday if you contact him.

WYCKOFF, RITCHEY & SHANLE
LAW OFFICES

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Please contact me with any further questions and to make arrangements for a property inspection if necessary.

Very truly yours,



JOHN L. RITCHEY, III

JLR:law

Enclosure

cc: Steve Mason (w/enc.)

ORIGINAL

LIVESTOCK GRAZING LEASE

This Livestock Grazing Lease (Lease) is made effective July 1, 2012 by and between M. RODONI & COMPANY ("RODONI") as Lessor and NATHAN M. HOLADAY ("HOLADAY") as Lessee, who agree as follows:

I.

RECITALS

This Lease is made with reference to the following facts and objectives:

A. M. RODONI & COMPANY is the owner of real property consisting of approximately 2600 acres located between Pine Canyon Road and Thompson Canyon in the unincorporated area of Monterey County.

B. HOLADAY desires to lease the premises from RODONI under the provisions and terms hereinafter stated solely for the purpose of livestock grazing.

C. HOLADAY has examined the premises and is fully informed and aware of its condition.

II.

PREMISE DESCRIPTION

RODONI hereby leases to HOLADAY and HOLADAY hereby leases from RODONI the property known as the Blohm Ranch between Pine Canyon Road and Thompson Canyon Road consisting of approximately 2600 acres for livestock grazing purposes only.

III.

TERM

The Lease term shall commence on July 1, 2012 and continue for one (1) year. The Lease shall automatically be renewed and extended from year to year. Either party may terminate this Lease at any time upon thirty (30) days prior written notice.

IV.

RENT

HOLADAY shall pay to RODONI Eight Hundred Dollars (\$800.00 per month . The rent term for the monthly payments is from the first (1st) day of each month to the first (1st) day of the following month and the monthly rent payment shall be due by the first (1st) day of each month.

V.

USE

HOLADAY shall use the premises for livestock grazing purposes only and shall not maintain or commit, nor suffer to be maintained or committed any nuisance or waste in or about the premises. During the continuation of this Lease, the premises shall not be used for any purpose in violation of any federal, state or municipal statute, ordinance, or regulation, order, or directive of any governmental agency. HOLADAY shall at all times use good grazing practice and shall not allow overgrazing or overuse of the property. RODONI has reserved any and all rights of use of the premises other than the grazing rights.

VI.

ASSIGNMENT OR SUBLETTING

HOLADAY shall not voluntarily assign HOLADAY's interest in this Lease of the premises

or sublet all or any part of the premises or allow any other person or entity to occupy or use the premises without first obtaining RODONI's written consent

VII.

DAMAGE, ALTERNATION, REPAIRS, AND MAINTENANCE OF THE PREMISES

HOLADAY shall not alter, change or make any improvements or modifications of the premises without the prior written consent of RODONI. All alterations, improvements and changes that may be required shall be done by or under the direction of and approval of RODONI. Any alternations and improvements shall remain upon and shall be surrendered with the premises at the expiration of the term of the Lease. Any damage or injury done to the premises or property by HOLADAY or by any person who may be in or upon the premises with the consent of HOLADAY, shall be repaired and paid for by HOLADAY at the time of the damage or injury. HOLADAY will return and surrender the premises to RODONI upon termination of this Lease and in as good order and condition as at the outset of the Lease. HOLADAY shall maintain the fences and water supplies and facilities on the property. On or before December 1 of each year, HOLADAY shall furnish RODONI a list of expenses incurred in maintaining the property during the prior calendar year and RODONI shall reimburse HOLADAY for said expenses.

VIII.

INDEMNIFICATION AND INSURANCE

A. HOLADAY will indemnify, hold harmless and assume the defense of RODONI, its officers, employees, agents, and invitees from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from HOLADAY's operations or from any persons directly or indirectly employed by or acting as an agent

for HOLADAY excepting the sole negligence or willful misconduct of RODONI. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after the expiration of the lease term, as well as during the lease term itself.

B. Acceptance of insurance required by this Lease does not relieve HOLADAY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by HOLADAY's operations regardless if any insurance is applicable or not.

C. Without limiting HOLADAY's obligation to indemnify RODONI, HOLADAY shall maintain comprehensive general liability insurance for all activities of HOLADAY arising out of or in connection with this Lease, written on a Comprehensive General Liability form including, but not limited to, premises and operations, independent contractors, products and completed operations, contractual liability and personal injury, in an amount no less than one million dollars (\$1,000,000.00) combined single limit for each occurrence and in the aggregate.

D. Each required comprehensive general liability policy shall be endorsed with the following specific language.

- (1) RODONI, its officers, agent and employees are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Lease.
- (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies have been issued to each insured.
- (3) The insurance provided herein is primary and no insurance held or owned by

RODONI shall be called upon to contribute to a loss.

- (4) The coverage provided by this policy shall not be reduced or cancelled without thirty (30) days advance written notice to RODONI.

E. Proof of appropriate insurance shall be provided to RODONI at the outset of the Lease and upon any request by RODONI.

IX

DEFAULT

A default in any provision in this Lease shall constitute grounds for termination. All provisions, whether covenants or conditions, on the part of HOLADAY shall be deemed to be both covenants and conditions.

X.

NON-WAIVER OF BREACH

The failure or omission of RODONI to terminate this Lease for any violation of any of its terms, shall not be deemed to be a consent by RODONI to such violation, and shall not bar, estop or prevent RODONI from terminating this Lease thereafter, either for such violation or for any subsequent violation of such term. The acceptance or rent hereunder shall not be, or be construed to be, a waiver of any breach of any term of this Lease.

XI.

SERVICE OF NOTICE

The service of any and all notices of any nature and description given by RODONI or HOLADAY, shall constitute full and complete notice and full compliance with the provisions of this Lease or of the laws of the State of California when deposited in the United States mail and

addressed as follows:

RODONI

M. Rodoni & Company
Attention: Mario Rodoni
538 Arroyo Seco
Santa Cruz, California 95060

HOLADAY

Nathan M. Holaday
P.O. Box 1587
King City, California 93930

XII.

SUCCESSORS IN INTEREST

This Lease shall be binding on and inure to the benefit of the assignee, transferee, personal representative, heir or other person or entity succeeding lawfully, and under the provisions of this Lease, to the rights and obligations of either party.

XIII.

INTEGRATED AGREEMENT

This Lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement.

XIV.

POSSESSORY INTEREST

HOLADAY recognizes and understands that this Lease may create a possessory interest subject to property taxation and that HOLADAY shall be subject to the payment of such property taxes and any increases for the entire term of this Lease.

XV.

ATTORNEYS FEES AND COSTS

In the event of dispute between the parties, the prevailing party shall be entitled to attorney's fees and costs.

Dated: August 30, 2012

Nathan M. Holaday
NATHAN M. HOLADAY
Lessee

Dated: August 28, 2012

M. RODONI & COMPANY

By: Mario Rodoni
MARIO RODONI
Lessor

