

**AMENDMENT NO. 1 TO
STANDARD LEASE AGREEMENT (GENERAL: GRAZING)
BETWEEN MONTEREY COUNTY WATER RESOURCES AGENCY AND
LIME MOUNTAIN LIVESTOCK, LLC (DARREN SHETLER)
NACIMIENTO LEASE 3A & 3B**

THIS AMENDMENT NO. 1 to the Standard Lease Agreement (General: Grazing) between the Monterey County Water Resources Agency, a political subdivision of the State of California (hereinafter, "Agency") and Lime Mountain Livestock, LLC (hereinafter, "LESSEE") is hereby entered into between the Agency and the LESSEE (collectively, the Agency and LESSEE are referred to as the "Parties").

WHEREAS, LESSEE entered into a Grazing Lease Agreement with the Agency on November 1, 2017 (hereinafter, "Lease");

WHEREAS, Sections 27 and 31 of the Lease provide the provisions of the Lease may be modified or waived, including on a one-time basis, provided the LESSEE and the LESSOR agree to such modification or waiver in writing; and

WHEREAS, LESSEE agrees to remove one-hundred and twenty-six point four (126.4) acres from the four thousand seven hundred seventy-nine (4779) acres of Nacimiento Lease 3B. This leaves a total of four thousand six hundred fifty-two point six (4652.6) acres in Nacimiento Lease 3A & 3B. The Agency does not object to the LESSEE removing said portion of Nacimiento Lease 3B.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend **Article 1- Premises**, to read as follows:

1.1 Description: LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR, upon the terms and conditions herein set forth, that certain real property and its appurtenances, situated at Nacimiento Reservoir (the "Lease Site") and described as follows:

Grazing Lease Number NAC-3A & 3B. The lease property is 4652.6 total acres.

2. **Exhibit A** will be replaced with **Exhibit A – Amended**, which is attached hereto and incorporated by this reference.

3. Amend **Article 3 – Rent**, to read as follows:

3.1 Rent: Effective July 2020, LESSEE shall pay LESSOR as rent each year the amount of **\$26,101.09** plus the applicable Cost of Living adjustment per section 4.1 of the Lease. The annual rent for each succeeding year shall be due and payable in advance, in full, on or before the July 31. The payment is to be made by LESSEE by check payable to the

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Monterey County Water Resources Agency (MCWRA), delivered in accordance with instructions by MCWRA. A late payment penalty of 10% will accrue and shall be paid on any amount not made by LESSEE within thirty (30) days when due.

4. All other terms and conditions of the Lease remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Lease and incorporated therein as if fully set forth in the Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Lease as of the day and year written below:

**MONTEREY COUNTY WATER
RESOURCES AGENCY**

LESSEE

By: _____
General Manager

LESSEE

Date: _____

(Print Name and Title)

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: _____
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor-Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____