Docket Number: 33

UNNAMED STREAM (A020760)

Preliminary Docket Information

DOCKET INFORMATION FORM

Compiled by: Alexa Kreiling Date: 12/16/2024
Initial Docket Information Form ☒ Amendment # _____ (1,2,3 ...)
Includes Confidential Content ☒

Park Unit: PORE Docket #: 033 Docket Title: Unnamed Stream (A020760)

Docket Type:
Select all applicable: ☐ PC/V (pre-code/vested) ☒ APP (appropriative) ☐ RIP (riparian)
☐ FRR (federal reserved right) ☐ PWR (public water reserve) ☐ ACQ (acquired)
☐ GW (groundwater) ☐ Own (ownership) ☐ Other _____

Region:
☐ NER & NCR ☐ IMR
☐ SER ☐ MWR
☐ IMR ☒ PWR
☐ AKR

Source:
☐ Groundwater ☐ Spring (When recognized by the State as separate from groundwater and surface water)
☒ Surface Water
☐ Direct Diversion ☒ Diversion to Storage ☐ Instream Flow
Name: Unnamed Stream tributary to Schooner Bay

State: CA
County: Marin

Owner: Kevin Lunny (primary) and Nancy Lunny (non-primary) (As listed by the State)

Application #: A020760 **Date:** _____
Permit #: 013810 **Date Issued:** 12/05/1962
License / Certificate #: 008242 **Priority Date:** 4/30/1962
Ruling/Order/Decree #: _____ **Date Issued:** _____

Quantity: Rate: 6.4 Duty: _____
Units: ☐ cfs ☐ gpm ☒ afy ☐ other _____ Units: ☐ cfs ☐ gpm ☐ afy ☐ other _____

Use(s): ☒ Domestic ☒ Livestock ☐ Irrigation ☐ Municipal ☐ Industrial/Commercial ☐ Wildlife ☐ Instream ☒ other Recreation

POD Name / Location: _____ ☐ Multiple PODs (see water right)
Qtr: NW Qtr: SW Sec: 23 T: 3 N R: 10 W PM: _____
Latitude: 38.094 Longitude: -122.9371
UTM _____ , _____ Datum: _____

POU Name / Location: _____ ☐ Multiple POUs (see water right)
Qtr: _____ Qtr: _____ Sec: _____ T: _____ R: _____ PM: _____
Latitude: _____ Longitude: _____
UTM _____ , _____ Datum: _____

Narrative / Remarks: Enter short narrative in the space below, attach additional page(s) as needed.

License issued to Joseph A. Lunny Jr. 11/30/1967 as lessee. Land acquired by park 11/21/1978. Water right remained in Lunny's name. As of 2024, water right is now owned by Kevin Lunny (primary) and Nancy Lunny (non-primary). Reports for 2022 and 2023 were not submitted.

☐ Additional Page(s) Attached

CIWQS

e-WRIMS Public Summary Page

[Return to Water Right Search] [Return to Water Right Search Results]

Application ID:	A020760	**Water Right Type:**	Appropriative
Permit ID:	013810	**Water Rights Status:**	Licensed (11/30/1967)
License ID:	008242 View License	**Primary Owner:**	JOSEPH A LUNNY JR

Current Parties	Relationship	Effective Date
JOSEPH A LUNNY JR	Primary Owner	04/30/1962
Need to report a change of ownership or agent? Click Here		

Historical Parties

Historical Parties	Relationship	Date Range

Record Summary	
Application Acceptance Date	04/30/1962
Permit Issuance Date	12/05/1962
License Issuance Date	11/30/1967
Face Value Amount	6.4
Subtypes (Statements Only)	

Name(s) of Sources of Water	County Location	Parcel Number	Diversion Site Name	Lat/Long Coordinates
Unnamed Stream	Marin	109-090-16		38.094 ; -122.9371

Map It

Beneficial Uses	Acres	Direct Diversion Season	Collection to Storage Season
Domestic	0.0		11/1
Recreational	0.0		11/1
Stockwatering	0.0		11/1

Electronic Reports

Year	Revision	Report Type	Date Received	View Report PDF
2015	1	Report of Licensee	09/24/2016	• View
2014	1	Report of Licensee	09/24/2016	• View
2013	1	Report of Licensee	09/24/2016	• View
2012	1	Report of Licensee	06/06/2013	• View
2011	1	Report of Licensee	03/16/2012	• View
2010	1	Report of Licensee	03/16/2012	• View
2009	1	Report of Licensee	03/16/2012	• View

***For reports submitted prior to 2009, please contact our records room.**

Water Rights Associated with Primary Owner

Application ID	Water Right Type	Water Right Status
A020760	Appropriative	Licensed

Associated Decisions/Orders

Decision/Order Number	Date	Description	View Document

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02 STATE

Point Reyes National Seashore

UNNAMED STREAM (A020760)

State Water Rights Documentation

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR REPORTING PERIOD

October 1, 2023 to September 30, 2024

Primary Owner: KEVIN LUNNY
Primary Contact:

Date Submitted: 10/26/2024

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
UNNAMED STREAM	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0		11/01 to 04/30
Recreational	0		11/01 to 04/30
Stockwatering	0		11/01 to 04/30

Purpose of Use
Data Not Available

Special Use Categories	
Are you using any water diverted under this right for the cultivation of cannabis?	No

Amount of Water Diverted	
Month	**Amount diverted or collected to storage**
2023	
October	0 Acre-Feet 0 Gallons
November	0 Acre-Feet 0 Gallons
December	1 Acre-Feet 325851 Gallons
2024	
January	2 Acre-Feet 651703 Gallons
February	1 Acre-Feet 325851 Gallons
March	0 Acre-Feet 0 Gallons
April	0 Acre-Feet 0 Gallons

Amount of Water Diverted	
Month	**Amount diverted or collected to storage**
May	0 Acre-Feet 0 Gallons
June	0 Acre-Feet 0 Gallons
July	0 Acre-Feet 0 Gallons
August	0 Acre-Feet 0 Gallons
September	0 Acre-Feet 0 Gallons
Total	4 Acre-Feet 1303405 Gallons
Comments	

Water Diversion Measurement	
Required to measure as of the date this report is submitted	No
Is diversion measured?	
An alternative compliance plan was submitted to the division of water rights on	
A request for additional time was submitted to the division of water rights on	

Measurement Attachments			
Measurement ID Number	**File Name**	**Description**	**Size**
No attachments			

Measurement Data Files			
Measurement ID Number	**File Name**	**Description**	**Size**
No data files			

Contact Information of the Person Submitting the Form	
First Name	KEVIN
Last Name	LUNNY
Relation to Water Right	Primary Owner of Record
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

CALIFORNIA Water Boards

GAVIN NEWSOM
GOVERNOR

YANA GARCIA
SECRETARY FOR
ENVIRONMENTAL PROTECTION

State Water Resources Control Board

November 21, 2022

In Reply Refer to:
SI: A020760

Brownstein Hyatt Farber Schreck, LLP
on behalf of Mr. Kevin Lunny of Lunny Ranch, LLC
Attn: Mack Carlson
1021 Anacapa Street, 2nd Floor
Santa Barbara, CA 93101
mcarlson@bhfs.com

Dear Mr. Carlson:

ISSUANCE OF MINOR CHANGE TO WATER RIGHT LICENSE 8242 (APPLICATION 20760) IN MARIN COUNTY

You have received this letter because you are the agent of a water right license on file with the State Water Resources Control Board (State Water Board). The purpose of this letter is to inform you that the State Water Board has issued a minor change to water right License 8242. You should carefully read the enclosed water right order to ensure that you understand and comply with any requirements for diversion and beneficial use of water.

Contact

If you have any questions, please contact Sumaia Islam at Sumaia.Islam@waterboards.ca.gov. Written correspondence or inquiries should be addressed as follows: State Water Resources Control Board, Division of Water Rights, Attn: Sumaia Islam, P.O. Box 2000, Sacramento, CA 95812-2000.

Sincerely,

ORIGINAL SIGNED BY

Steve Marquez, Senior
Licensing and Petitions Unit
Division of Water Rights
State Water Resource Control Board

Enclosure: Minor Change Order

ec (w/enclosure):

Jessie Maxfield
California Department of Fish and Wildlife
Region 3
Jessica.Maxfield@wildlife.ca.gov

Brannon Ketcham
Point Reyes National Seashore
Brannon_Ketcham@nps.gov

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
STATE WATER RESOURCES CONTROL BOARD

DIVISION OF WATER RIGHTS

In the Matter of Minor Change Request

Joseph A. Lunny, Jr.

ORDER APPROVING A MINOR CHANGE TO LICENSE 8242 (APPLICATION 20760)

SOURCE: an Unnamed Stream

COUNTY: Marin

WHEREAS:

1. Joseph A. Lunny Jr. (Lunny) filed a Minor Change Request to water right Application 20760 (License 8242) pursuant to Water Code section 1700.6 with the State Water Resources Control Board (State Water Board or Board), Division of Water Rights (Division) on August 7, 2020. License 8242 authorizes a maximum amount of 6.4 acre-feet per year to be collected from an Unnamed Stream tributary to Schooner Bay thence Drakes Estero thence Pacific Ocean in Marin County from November 1 of each year to April 30 of the succeeding year for Domestic, Stockwatering, and Recreational uses within Lunny's service area. The maximum annual amount of water that can be withdrawn from storage is 6.4 acre-feet per year.

2. Lunny requested a Minor Change to modify License 8242 to add the purpose and place of use within projected Section 23, Township 3 North, Range 10 West, Mount Diablo Base and Meridian. The minor change requests the addition of Irrigation as a purpose of use and the addition of 2.5 acres of irrigation to the place of use described in water right License 8242. The existing purposes of use are Domestic, Stockwatering, and Recreational. In addition to cattle ranching, there is some cultivation of vegetables under Domestic use occurring at the place of use, supported by water collected pursuant to License 8242. The National Park Service (NPS) leases lands within Point Reyes National Seashore to Lunny's service area for beef cattle ranching. NPS does not oppose the request or the use of License 8242 for the irrigation of vegetables on the existing place of use. No changes in the source, point of diversion, season of diversion, face value, or storage amount is requested in this minor change.

3. The Division noticed the Lunny request on September 30, 2022 to the Division's

website pursuant to Water Code section 1700.6, subdivision (b). The California Department of Fish and Wildlife – Region 3 was also notified on October 3, 2022 via email. No comments were received from any parties in response to the notice.

4. The proposed minor change meets the requirements provided by Water Code section 1700.6. The proposed minor change in the existing purpose and place of use within the Lunny's service area will not result in an increase in consumptive use and does not have the potential to adversely affect the water supply of other legal users of water or instream beneficial uses. The addition of Irrigation in the existing purpose of use will not increase consumptive use of water, and diversions will continue to be less than the face value of License 8242. The irrigation of row crops will take place on 2.5 acres of land in the existing place of use under water right License 8242, in a manner consistent with the National Park Service's General Management Plan. Lunny proposed 2.5 acres of Irrigation within the Northwest quarter of Northwest quarter of the projected Section 23, Township 3 North, Range 10 West, Mount Diablo Base and Meridian.

5. The Division will file a Notice of Exemption with the State Clearinghouse for the minor change in the purpose and place of use. The proposed action consists of the operation of existing facilities involving negligible or no expansion of use beyond that existing, and accordingly is categorically exempt from CEQA under a Class 1 exemption pursuant to California Code of Regulations, title 14, section 15301.

6. Pursuant to Resolution No. 2012-0029, the State Water Board has delegated authority to the Deputy Director for Water Rights to issue change orders under specific circumstances. (Resolution No. 2012-0029, section 4.2.9.) Resolution No. 2012-0029 authorizes the Deputy Director to redelegate this authority, and this authority has been so redelegated by memorandum dated June 6, 2022.

THEREFORE, THE REQUEST TO MAKE A MINOR CHANGE TO LICENSE 8242 IS APPROVED AND LICENSE 8242 IS AMENDED AS FOLLOWS:

Current Water Right Conditions:

Source:
An Unnamed Stream tributary to Schooner Bay thence Drakes Estero thence Pacific Ocean in Marin County

Point of Diversion:
South 1,980 feet and East 750 feet from Northwest section corner of projected Section 23, Township 3 North, Range 10 West, Mount Diablo Base and Meridian, being within the Southwest quarter of Northwest quarter of Section 23

Annual Amount:
6.4 acre-feet per year of collection to storage
6.4 acre-feet per year of withdrawal from storage

Season of Diversion:
November 1 of each year to April 30 of the succeeding year

Purposes of Use:
Domestic, Stockwatering, and Recreational

Place of Use:
Within Southwest quarter of Northwest quarter and Northwest quarter of Northwest quarter of projected Section 23, Township 3 North, Range 10 West, Mount Diablo Base and Meridian

New Water Right Conditions:

Point of Diversion:
No changes.

Purpose of Use:
Add the following to the existing Purposes of Use:
Irrigation

Place of Use:
Add the following to the existing Place of Use:
2.5 acres of Irrigation within the Northwest quarter of Northwest quarter of projected Section 23, Township 3 North, Range 10 West, Mount Diablo Base and Meridian.

STATE WATER RESOURCES CONTROL BOARD

ORIGINAL SIGNED BY
STEVE MARQUEZ, for

Erik Ekdahl, Deputy Director
Division of Water Rights

Dated: November 21, 2022

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR REPORTING PERIOD

January 1, 2021 to September 30, 2021

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 01/21/2022

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
UNNAMED STREAM	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0		11/01 to 04/30
Recreational	0		11/01 to 04/30
Stockwatering	0		11/01 to 04/30

Purpose of Use
Data Not Available

Special Use Categories	
Are you using any water diverted under this right for the cultivation of cannabis?	No

Amount of Water Diverted	
Month	**Amount diverted or collected to storage (Acre-Feet/Gallons)**
January	0.25 81463
February	0.25 81463
March	0 0
April	0 0
May	0 0
June	0 0
July	0 0
August	0 0

September	0 0
Total	0.5 162926
Comments	

Water Diversion Measurement	
Required to measure as of the date this report is submitted	No
Is diversion measured?	
An alternative compliance plan was submitted to the division of water rights on	
A request for additional time was submitted to the division of water rights on	

Measurement Attachments			
Measurement ID Number	**File Name**	**Description**	**Size**
No attachments			

Measurement Data Files			
Measurement ID Number	**File Name**	**Description**	**Size**
No data files			

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Relative
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2020

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 02/07/2021

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
UNNAMED STREAM	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0		11/01 to 04/30
Recreational	0		11/01 to 04/30
Stockwatering	0		11/01 to 04/30

Purpose of Use
Data Not Available

Special Use Categories	
C1. Are you using any water diverted under this right for the cultivation of cannabis?	No

Amount of Water Diverted	
Month	**Amount diverted or collected to storage (Acre-Feet/Gallons)**
January	1 325851
February	1 325851
March	0.5 162926
April	0 0
May	0 0
June	0 0
July	0 0
August	0 0
September	0 0

October	0 0
November	0 0
December	0 0
Total	2.5 814628
Comments	I have submitted a request for a "minor change" to add irrigation as a purpose of use pursuant to Water Code section 1700.6.

Water Diversion Measurement	
a. Required to measure as of the date this report is submitted	No
b. Is diversion measured?	
c. An alternative compliance plan was submitted to the division of water rights on	
d. A request for additional time was submitted to the division of water rights on	

Measurement Attachments			
Measurement ID Number	**File Name**	**Description**	**Size**
No attachments			

Measurement Data Files			
Measurement ID Number	**File Name**	**Description**	**Size**
No data files			

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Relative
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

Brownstein Hyatt
Farber Schreck

August 7, 2020

Jessica L. Diaz
Attorney at Law
805.882.1416 tel
805.965.4333 fax
jdiaz@bhfs.com

VIA E-MAIL DWR@WATERBOARDS.CA.GOV

State Water Resources Control Board
Division of Water Rights
P.O. Box 100
Sacramento, CA 95812-0100

RE: Request for Minor Change to License 8242

To Whom It May Concern:

On behalf of Mr. Kevin Lunny of Lunny Ranch, LLC, we write to respectfully request a minor change to License 8242 to add irrigation as a purpose of use. Mr. Kevin Lunny currently serves as an agent for the holder of License 8242, Mr. Joseph A. Lunny, Jr. It recently came to Mr. Kevin Lunny's attention that "irrigation" is not included among the purposes of use listed on the face of License 8242. The existing purposes of use are stockwatering, domestic, and recreation. In addition to cattle grazing, there is some cultivation of vegetables occurring at the place of use ("POU"), supported by water collected pursuant to License 8242. This irrigation use has been disclosed in the annual Reports of Licensee, which Mr. Kevin Lunny has timely filed. The National Parks Service owns the POU in fee, and does not oppose this request or the use of License 8242 for the irrigation of vegetables on the POU.

We respectfully submit that the requested change qualifies for the "minor change" process set forth in Water Code section 1700.6. No change in consumptive use will result, and diversions will continue to be less than the face value of License 8242. No change to the POU, point of diversion, season of diversion, face value, or maximum rate of diversion is proposed. Accordingly, we have enclosed a completed Petition for Change form purely for reference purposes. We await advisement from State Water Resources Control Board staff on the appropriate documentation and filing fees for a request for "minor change" under the recently enacted administrative procedure set forth in Water Code section 1700.6.

I look forward to hearing from you and appreciate your consideration. Please do not hesitate to contact me at (805) 882-1416 or jdiaz@bhfs.com if I can answer any questions about this request.

Warm regards,

Jessica Diaz

Jessica L. Diaz

Enclosures:
License 8242
Completed Petition for Change Form

21313857.1

STATE OF CALIFORNIA
THE RESOURCES AGENCY
STATE WATER RIGHTS BOARD

License for Diversion and Use of Water

APPLICATION 20760 PERMIT 13810 LICENSE 8242

THIS IS TO CERTIFY, *That* JOSEPH A. LUNNY, JR.
INVERNESS, CALIFORNIA

HAS *made proof as of* APRIL 25, 1967
(the date of inspection) to the satisfaction of the State Water Rights Board of a right to the use of the water of AN UNNAMED STREAM IN MARIN COUNTY

tributary to SCHOONER BAY THENCE DRAKES ESTERO THENCE PACIFIC OCEAN

for the purpose of DOMESTIC, STOCKWATERING AND RECREATIONAL USES
under Permit 13810 *of the Board and that the right to the use of this water has been perfected in accordance with the laws of California, the Regulations of the Board and the permit terms; that the priority of this right dates from* APRIL 30, 1962, *and that the amount of water to which this right is entitled and hereby confirmed is limited to the amount actually beneficially used for the stated purposes and shall not exceed* SIX AND FOUR-TENTHS (6.4) ACRE-FEET PER ANNUM TO BE COLLECTED FROM ABOUT NOVEMBER 1 OF EACH YEAR TO ABOUT APRIL 30 OF THE SUCCEEDING YEAR AND A MAXIMUM WITHDRAWAL IN ANY ONE YEAR OF 6.4 ACRE-FEET UNDER THIS RIGHT.

THE POINT OF DIVERSION OF SUCH WATER IS LOCATED:

SOUTH 1,980 FEET AND EAST 750 FEET FROM NW SECTION CORNER OF PROJECTED SECTION 23, T3N, R10W, MDB&M, BEING WITHIN SW1/4 OF NW1/4 OF SAID SECTION 23.

A DESCRIPTION OF LANDS OR THE PLACE WHERE
SUCH WATER IS PUT TO BENEFICIAL USE IS AS FOLLOWS:

WITHIN SW1/4 OF NW1/4 AND NW1/4 OF NW1/4 OF PROJECTED SECTION 23, T3N, R10W, MDB&M.

WR 6-29-67

89551-957 2-67 4M ① OBP

Licensee shall allow representatives of the Board and other parties, as may be authorized from time to time by the Board, reasonable access to project works to determine compliance with the terms of this license.

All rights and privileges under this license including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the Board in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

Reports shall be filed promptly by licensee on appropriate forms which will be provided for the purpose from time to time by the Board.

The right hereby confirmed to the diversion and use of water is restricted to the point or points of diversion herein specified and to the lands or place of use herein described.

This license is granted and licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the Board.

Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

Dated: NOV 30 1967

L. C. Spencer

~~*Executive Officer*~~

CHIEF ENGINEER

2

Please indicate County where your project is located here:

Marin

MAIL FORM AND ATTACHMENTS TO:
State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000, Sacramento, CA 95812-2000
Tel: (916) 341-5300 Fax: (916) 341-5400
http://www.waterboards.ca.gov/waterrights

PETITION FOR CHANGE

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements. (Cal. Code Regs., tit. 23, § 715 et seq.) Provide attachments if necessary.

☐ **Point of Diversion** Wat. Code, § 1701
☐ **Point of Rediversion** Cal. Code Regs., tit. 23, § 791(e)
☐ **Place of Use** Wat. Code, § 1701
☒ **Purpose of Use** Wat. Code, § 1701

☐ **Distribution of Storage** Cal. Code Regs., tit. 23, § 791(e)
☐ **Temporary Urgency** Wat. Code, § 1435
☐ **Instream Flow Dedication** Wat. Code, § 1707
☐ **Waste Water** Wat. Code, § 1211

☐ **Split** Cal. Code Regs., tit. 23, § 836
☐ **Terms or Conditions** Cal. Code Regs., tit. 23, § 791(e)
☐ **Other**

Application 20760 Permit 13810 License 8242 Statement

I (we) hereby petition for change(s) noted above and described as follows:

Point of Diversion or Rediversion – Provide source name and identify points using both Public Land Survey System descriptions to ¼-¼ level and California Coordinate System (NAD 83).
Present: No change proposed

Proposed:

Place of Use – Identify area using Public Land Survey System descriptions to ¼-¼ level; for irrigation, list number of acres irrigated.
Present: No change proposed

Proposed:

Purpose of Use
Present: Domestic, stockwatering and recreational

Proposed: Domestic, stockwatering, irrigation, and recreational

Split
Provide the names, addresses, and phone numbers for all proposed water right holders.

No change proposed as part of this request.

Water Right Holder: Joseph A. Lunny Jr. (Agent: Kevin Lunny)
(415) 662-9848
17300 Sir Francis Drake Boulevard, Inverness, CA 94937

In addition, provide a separate sheet with a table describing how the water right will be split between the water right holders: for each party list amount by direct diversion and/or storage, season of diversion, maximum annual amount, maximum diversion to offstream storage, point(s) of diversion, place(s) of use, and purpose(s) of use. Maps showing the point(s) of diversion and place of use for each party should be provided.

Distribution of Storage
Present: No change

Proposed:

Temporary Urgency
This temporary urgency change will be effective from to .

Include an attachment that describes the urgent need that is the basis of the temporary urgency change and whether the change will result in injury to any lawful user of water or have unreasonable effects on fish, wildlife or instream uses.

Instream Flow Dedication – Provide source name and identify points using both Public Land Survey System descriptions to ¼-¼ level and California Coordinate System (NAD 83).
Upstream Location:

Downstream Location:

List the quantities dedicated to instream flow in either: ☐ cubic feet per second or ☐ gallons per day:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Will the dedicated flow be diverted for consumptive use at a downstream location? ☐ Yes ☐ No
If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream.

Waste Water
If applicable, provide the reduction in amount of treated waste water discharged in cubic feet per second.

Will this change involve water provided by a water service contract which prohibits your exclusive right to this treated waste water? ☐ Yes ☐ No

Will any legal user of the treated waste water discharged be affected? ☐ Yes ☐ No

General Information – For all Petitions, provide the following information, if applicable to your proposed change(s).

Will any current Point of Diversion, Point of Storage, or Place of Use be abandoned? ☐ Yes ☒ No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:
☐ ownership ☒ lease ☐ verbal agreement ☐ written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.
Leaase from National Parks Service, Contact: Brannon Ketcham, Point Reyes National Seashore, brannon_ketcham@nps.gov

Give name and address of any person(s) taking water from the stream between the present point of diversion or rediversion and the proposed point of diversion or rediversion, as well as any other person(s) known to you who may be affected by the proposed change.
No change proposed to point of diversion or rediversion and no legal user affected.

All Right Holders Must Sign This Form: I (we) declare under penalty of perjury that this change does not involve an increase in the amount of the appropriation or the season of diversion, and that the above is true and correct to the best of my (our) knowledge and belief. Dated 08/07/2020 at Nicasio, CA .

Kevin Lunny Digitally signed by Kevin Lunny
Date: 2020.08.07 13:41:09 -07'00'

Right Holder or Authorized Agent Signature

Right Holder or Authorized Agent Signature

NOTE: All petitions must be accompanied by:
(1) the form Environmental Information for Petitions, including required attachments, available at: http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf
(2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/
(3) Department of Fish and Wildlife fee of $850 (Pub. Resources Code, § 10005)

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2019

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 03/25/2020

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
UNNAMED STREAM	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0		11/01 to 04/30
Recreational	0		11/01 to 04/30
Stockwatering	0		11/01 to 04/30

1. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

2. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

3. Purpose of Use	
Domestic	3 home landscapes
Irrigation	
Stockwatering	90 Beef Cows

Irrigated Crops			
	Multiple Crops	**Area Irrigated (Acres)**	**Primary Irrigation Method**
Vegetables	Yes	6	Low-volume (example: micro-sprinkler, drip)

Special Use Categories	
C1. Are you using any water diverted under this right for the cultivation of cannabis?	No

4. Amount of Water Diverted and Used			
Month	**Amount directly diverted (Acre-Feet)**	**Amount diverted or collected to storage (Acre-Feet)**	**Amount used (Acre-Feet)**

January	0	1	0.25
February	0	1.5	0.25
March	0	0	0.25
April	0	0	0.25
May	0	0	0.25
June	0	0	0.25
July	0	0	0.3
August	0	0	0.3
September	0	0	0.3
October	0	0	0.3
November	0	0	0.2
December	0	1	0.2
Total	0	3.5	3.1
Type of Diversion	Diversion to Storage Only		
Comments			

5. Water Diversion Measurement	
a. Required to measure as of the date this report is submitted	No
b. Is diversion measured?	No
c. An alternative compliance plan was submitted to the division of water rights on	
d. A request for additional time was submitted to the division of water rights on	

Measurement Attachments			
Measurement ID Number	**File Name**	**Description**	**Size**
No attachments			

Measurement Data Files			
Measurement ID Number	**File Name**	**Description**	**Size**
No data files			

6. Maximum Rate of Diversion	
Month	**Rate of Diversion**
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

7. Water Transfers	
7a. Water transfered	No
7b. Quantity transfered (Acre-Feet)	
7c. Dates which transfer occurred	/ to /

7d. Transfer approved by	

Water Supply Contracts	
7e. Water supply contract	No
7f. Contract with	
7g. Other provider	
7h. Contract number	
7i. Source from which contract water was diverted	
7j. Point of diversion same as identified water right	
7k. Amount (Acre-Feet) authorized to divert under this contract	
7l. Amount (Acre-Feet) authorized to be diverted in 2019	
7m. Amount (Acre-Feet) projected for 2020	
7n. Exchange or settlement of prior rights	
7o. All monthly reported diversion claimed under the prior rights	
7p. Amount (Acre-Feet) of reported diversion solely under contract	

8. Storage

Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Dam Across The Road	Yes		No	4.50	Visual Estimate

Conservation of Water	
9. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	Removed lawn, replaced with gravel.
10. Amount of water conserved	0 Acre-Feet
11. I have data to support use reductions under this water right due to conservation efforts	No

Water Quality and Wastewater Reclamation	
12. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
13. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
14. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
15. Amounts of groundwater used	

Additional Remarks

Attachments

File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Relative

Information on Certification and Signatory	
Name of Person Signing and Certifying the Report	Kevin Lunny
Date of Signature	03/25/2020

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2018

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 03/31/2019

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
UNNAMED STREAM	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0		11/01 to 04/30
Recreational	0		11/01 to 04/30
Stockwatering	0		11/01 to 04/30

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Domestic	vegetable garden
Stockwatering	90 beef cows

Special Use Categories	
C1. Are you using any water diverted under this right for the cultivation of cannabis?	No

5. Maximum Rate of Diversion	
Month	**Rate of Diversion**
January	
February	
March	
April	

May	
June	
July	
August	
September	
October	
November	
December	

6. Amount of Water Diverted and Used			
Month	**Amount directly diverted (Acre-Feet)**	**Amount diverted or collected to storage (Acre-Feet)**	**Amount used (Acre-Feet)**
January	0	1	0.25
February	0	1	0.25
March	0	0	0.25
April	0	0	0.25
May	0	0	0.25
June	0	0	0.25
July	0	0	0.25
August	0	0	0.25
September	0	0	0.25
October	0	0	0.25
November	0	0	0.25
December	0	1	0.25
Total	0	3	3
Type of Diversion	Diversion to Storage Only		
Comments			

Water Transfers	
6d. Water transfered	No
6e. Quantity transfered (Acre-Feet)	
6f. Dates which transfer occurred	/ to /
6g. Transfer approved by	

Water Supply Contracts	
6h. Water supply contract	No
6i. Contract with	
6j. Other provider	
6k. Contract number	
6l. Source from which contract water was diverted	
6m. Point of diversion same as identified water right	
6n. Amount (Acre-Feet) authorized to divert under this contract	
6o. Amount (Acre-Feet) authorized to be diverted in 2018	
6p. Amount (Acre-Feet) projected for 2019	
6q. Exchange or settlement of prior rights	
6r. All monthly reported diversion claimed under the prior rights	
6s. Amount (Acre-Feet) of reported diversion solely under contract	

7. Water Diversion Measurement	
a. Required to measure as of the date this report is submitted	No

b. Is diversion measured?	No
c. An alternative compliance plan was submitted to the division of water rights on	
d. A request for additional time was submitted to the division of water rights on	

Measurement Attachments			
Measurement ID Number	**File Name**	**Description**	**Size**
No attachments			

Measurement Data Files			
Measurement ID Number	**File Name**	**Description**	**Size**
No data files			

8. Storage					
Reservoir name	**Spilled this year**	**Feet below spillway at maximum storage**	**Completely emptied**	**Feet below spillway at minimum storage**	**Method used to measure water level**
Lunny Reservoir	Yes		No	6	visual estimate

Conservation of Water	
9. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	drip irrigation
10. Amount of water conserved	
11. I have data to support use reductions under this water right due to conservation efforts	No

Water Quality and Wastewater Reclamation	
12. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
13. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
14. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
15. Amounts of groundwater used	

Additional Remarks
Please review the attached change of ownership form.

Attachments		
File Name	**Description**	**Size**
change of ownership.pdf	ownership change request	716 KB

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	New Primary Owner

Information on Certification and Signatory	
Name of Person Signing and Certifying the Report	Kevin Lunny
Date of Signature	03/31/2019

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2017

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 03/18/2018

Application Number: A020760
Permit Number: 013810

Source(s) of Water	POD Parcel Number	County
UNNAMED STREAM	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0		11/01 to 04/30
Recreational	0		11/01 to 04/30
Stockwatering	0		11/01 to 04/30

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Domestic	home garden
Irrigation	
Stockwatering	90 Beef Cows

Irrigated Crops			
	Multiple Crops	**Area Irrigated (Acres)**	**Primary Irrigation Method**
Vegetables	No	6	Low-volume (example: micro-sprinkler, drip)

Special Use Categories	
C1. Are you using any water diverted under this right for the cultivation of cannabis?	No

5. Maximum Rate of Diversion for each Month

Month	Maximum Rate of Diversion ()
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

6. Amount of Water Diverted and Used			
Month	**Amount directly diverted (Acre-Feet)**	**Amount diverted or collected to storage (Acre-Feet)**	**Amount used (Acre-Feet)**
January	0	1	0.25
February	0	1	0.25
March	0	0	0.25
April	0	0	0.25
May	0	0	0.25
June	0	0	0.25
July	0	0	0.25
August	0	0	0.25
September	0	0	0.25
October	0	0	0.25
November	0	0	0.25
December	0	1	0.25
Total	0	3	3
Type of Diversion	Diversion to Storage Only		
Comments	Water is used for livestock watering, corral washing, crop irrigation and garden watering.		

Water Transfers	
6d. Water transfered	No
6e. Quantity transfered (Acre-Feet)	
6f. Dates which transfer occurred	/ to /
6g. Transfer approved by	

Water Supply Contracts	
6h. Water supply contract	No
6i. Contract with	
6j. Other provider	
6k. Contract number	
6l. Source from which contract water was diverted	
6m. Point of diversion same as identified water right	
6n. Amount (Acre-Feet) authorized to divert under this contract	

6o. Amount (Acre-Feet) authorized to be diverted in 2017	
6p. Amount (Acre-Feet) projected for 2018	
6q. Exchange or settlement of prior rights	
6r. All monthly reported diversion claimed under the prior rights	
6s. Amount (Acre-Feet) of reported diversion solely under contract	

7. Water Diversion Measurement	
a. Required to measure as of the date this report is submitted	No
b. Is diversion measured?	No
c. An alternative compliance plan was submitted to the division of water rights on	
d. A request for additional time was submitted to the division of water rights on	

8. Storage					
Reservoir name	**Spilled this year**	**Feet below spillway at maximum storage**	**Completely emptied**	**Feet below spillway at minimum storage**	**Method used to measure water level**
Lunny Reservoir	Yes		No	5	visual observation estimate

Conservation of Water	
9. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	Drip irrigation on row crops.
10. Amount of water conserved	

Water Quality and Wastewater Reclamation	
11. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
12. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
13. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
14. Amounts of groundwater used	

Additional Remarks
Our family used the water from this reservoir for essentially the same agricultural purposes continuously since my father built the dam in the early 1960s.

Attachments		
File Name	**Description**	**Size**
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Other: Owner's Son

Information on Certification and Signatory	
Name of Person Signing and Certifying the Report	Kevin Lunny
Date of Signature	03/18/2018

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2016

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 03/18/2018

Application Number: A020760
Permit Number: 013810

Source(s) of Water	POD Parcel Number	County
UNNAMED STREAM	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Permitted Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0		11/01 to 04/30
Recreational	0		11/01 to 04/30
Stockwatering	0		11/01 to 04/30

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Domestic	gardens around 3 homes
Irrigation	
Stockwatering	90

Irrigated Crops			
	Multiple Crops	Area Irrigated (Acres)	Primary Irrigation Method
Vegetables	Yes	5	Low-volume (example: micro-sprinkler, drip)

Special Use Categories	
C1. Are you using any water diverted under this right for the cultivation of cannabis?	No

5. Maximum Rate of Diversion for each Month

Month	Maximum Rate of Diversion ()
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

6. Amount of Water Diverted and Used			
Month	**Amount directly diverted (Acre-Feet)**	**Amount diverted or collected to storage (Acre-Feet)**	**Amount used (Acre-Feet)**
January	0	2	0.25
February	0	1	0.25
March	0	0	0.25
April	0	0	0.25
May	0	0	0.25
June	0	0	0.25
July	0	0	0.25
August	0	0	0.25
September	0	0	0.25
October	0	0	0.25
November	0	0	0.25
December	0	0	0.25
Total	0	3	3
Type of Diversion	Diversion to Storage Only		
Comments	Water from this reservoir is used continuously for ranch operations: small scale specialty crop production and livestock production.		

Water Transfers	
6d. Water transfered	No
6e. Quantity transfered (Acre-Feet)	
6f. Dates which transfer occurred	/ to /
6g. Transfer approved by	

Water Supply Contracts	
6h. Water supply contract	No
6i. Contract with	
6j. Other provider	
6k. Contract number	
6l. Source from which contract water was diverted	
6m. Point of diversion same as identified water right	
6n. Amount (Acre-Feet) authorized to divert under this contract	

6o. Amount (Acre-Feet) authorized to be diverted in 2016	
6p. Amount (Acre-Feet) projected for 2017	
6q. Exchange or settlement of prior rights	
6r. All monthly reported diversion claimed under the prior rights	
6s. Amount (Acre-Feet) of reported diversion solely under contract	

7. Water Diversion Measurement	
a. Required to measure as of the date this report is submitted	No
b. Is diversion measured?	No
c. An alternative compliance plan was submitted to the division of water rights on	
d. A request for additional time was submitted to the division of water rights on	

8. Storage					
Reservoir name	**Spilled this year**	**Feet below spillway at maximum storage**	**Completely emptied**	**Feet below spillway at minimum storage**	**Method used to measure water level**
Lunny Reservoir	Yes		No	6	visual estimate

Conservation of Water	
9. Are you now employing water conservation efforts?	Yes
Description of water conservation efforts	Use of drip irrigation, reduction in ornamental garden area.
10. Amount of water conserved	

Water Quality and Wastewater Reclamation	
11. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
12. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
13. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
14. Amounts of groundwater used	

Additional Remarks

Attachments		
File Name	**Description**	**Size**
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Other: Owner's Son

Information on Certification and Signatory	
Name of Person Signing and Certifying the Report	Kevin Lunny
Date of Signature	03/18/2018

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2015

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 2016-09-24

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
Unnamed Stream	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0.0		11/01 to 04/30
Recreational	0.0		11/01 to 04/30
Stockwatering	0.0		11/01 to 04/30

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Stockwatering	90 beef cattle
Domestic	small garden
Irrigation	1 Acres Vegetables

5. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	1	0.25

February	0	1	0.25
March	0	0	0.25
April	0	0	0.25
May	0	0	0.25
June	0	0	0.25
July	0	0	0.25
August	0	0	0.25
September	0	0	0.25
October	0	0	0.25
November	0	0	0.25
December	0	1	0.25
Total	0	3	3
Type of Diversion	Diversion to Storage Only		
Comments			

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2015	
8q. Amount (Acre-Feet) projected for 2016	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

6. Maximum Rate of Diversion for each Month	
Month	**Maximum Rate of Diversion ()**
January	
February	
March	
April	
May	
June	
July	
August	

September	
October	
November	
December	

7. Storage

Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Dam Across Road	Yes		No	5	visual estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Other: Owner's son
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2014

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 2016-09-24

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
Unnamed Stream	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0.0		11/01 to 04/30
Recreational	0.0		11/01 to 04/30
Stockwatering	0.0		11/01 to 04/30

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Stockwatering	90 beef animals
Domestic	small garden
Irrigation	6 Acres Vegetables

5. Amount of Water Diverted and Used			
Month	Amount directly diverted (Acre-Feet)	Amount diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0	1	0.25

February	0	1	0.25
March	0	0	0.25
April	0	0	0.25
May	0	0	0.25
June	0	0	0.25
July	0	0	0.25
August	0	0	0.25
September	0	0	0.25
October	0	0	0.25
November	0	0	0.25
December	0	1	0.25
Total	0	3	3
Type of Diversion	Diversion to Storage Only		
Comments			

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2014	
8q. Amount (Acre-Feet) projected for 2015	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

6. Maximum Rate of Diversion for each Month	
Month	**Maximum Rate of Diversion ()**
January	
February	
March	
April	
May	
June	
July	
August	

September	
October	
November	
December	

7. Storage					
Reservoir name	**Spilled this year**	**Feet below spillway at maximum storage**	**Completely emptied**	**Feet below spillway at minimum storage**	**Method used to measure water level**
Dam Across Road	Yes		No	5	visual estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks

Attachments		
File Name	**Description**	**Size**
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Other: Owner's Son
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2013

Primary Owner: JOSEPH A LUNNY JR
Primary Contact:

Date Submitted: 2016-09-24

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
Unnamed Stream	109-090-16	Marin

MAX Direct Diversion Rate: Unknown Units
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0.0		11/01 to 04/30
Recreational	0.0		11/01 to 04/30
Stockwatering	0.0		11/01 to 04/30

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Stockwatering	90 beef animals
Domestic	small garden

5. Amount of Water Diverted and Used			
Month	**Amount directly diverted (Acre-Feet)**	**Amount diverted or collected to storage (Acre-Feet)**	**Amount used (Acre-Feet)**
January	0	1	0.25
February	0	1	0.25

March	0	0	0.25
April	0	0	0.25
May	0	0	0.25
June	0	0	0.25
July	0	0	0.25
August	0	0	0.25
September	0	0	0.25
October	0	0	0.25
November	0	0	0.25
December	0	1	0.25
Total	0	3	3
Type of Diversion	Diversion to Storage Only		
Comments			

Water Transfers	
8e. Water transfered	No
8f. Quantity transfered (Acre-Feet)	
8g. Dates which transfer occurred	/ to /
8h. Transfer approved by	

Water Supply Contracts	
8i. Water supply contract	No
8j. Contract with	
8k. Other provider	
8l. Contract number	
8m. Source from which contract water was diverted	
8n. Point of diversion same as identified water right	
8o. Amount (Acre-Feet) authorized to divert under this contract	
8p. Amount (Acre-Feet) authorized to be diverted in 2013	
8q. Amount (Acre-Feet) projected for 2014	
8r. Exchange or settlement of prior rights	
8s. All monthly reported diversion claimed under the prior rights	
8t. Amount (Acre-Feet) of reported diversion solely under contract	

6. Maximum Rate of Diversion for each Month	
Month	**Maximum Rate of Diversion ()**
January	
February	
March	
April	
May	
June	
July	
August	
September	

October	
November	
December	

7. Storage					
Reservoir name	**Spilled this year**	**Feet below spillway at maximum storage**	**Completely emptied**	**Feet below spillway at minimum storage**	**Method used to measure water level**
Dam Across Road	Yes		No	6	visual estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks

Attachments		
File Name	**Description**	**Size**
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Kevin
Last Name	Lunny
Relation to Water Right	Other: Owner's Son
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2012

Primary Owner: JOSEPH A LUNNY JR
Primary Contact: JOSEPH A LUNNY JR

Date Submitted: 2013-06-06

Application Number: A020760
License Number: 008242

Source(s) of Water	POD Parcel Number	County
UNST		Marin

MAX Direct Diversion Rate: 0.0 GPD
MAX Collection to Storage: 6.4 AC-FT
Face Value: 6.4 AC-FT

Licensed Use(s)	Acres	Direct Diversion Season	Storage Season
Domestic	0.0		11/01 to 04/30
Recreational	0.0		11/01 to 04/30
Stockwatering	0.0		11/01 to 04/30

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Stockwatering	beef animals 110 head

5. Amount of Water Diverted and Used		
Month	**Amount directly diverted or collected to storage (Acre-Feet)**	**Amount used (Acre-Feet)**
January	0.25	0.25
February	0.25	0.25
March	0.25	0.25

April	0.25	0.25
May	0.25	0.25
June	0.25	0.25
July	0.25	0.25
August	0.25	0.25
September	0.25	0.25
October	0.25	0.25
November	0.25	0.25
December	0.25	0.25
Total	3	3
Comments		

6. Maximum Rate of Diversion for each Month	
Month	**Maximum Rate of Diversion (GPD)**
January	4000
February	4000
March	4000
April	4000
May	4000
June	4000
July	4000
August	4000
September	4000
October	4000
November	4000
December	4000

7. Storage					
Reservoir name	**Spilled this year**	**Feet below spillway at maximum storage**	**Completely emptied**	**Feet below spillway at minimum storage**	**Method used to measure water level**
Dam across hiway	Yes		No	5	visual estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No

13. Amounts of groundwater used	

Additional Remarks
The dam is exclusively used for cow drinking water.

Attachments		
File Name	**Description**	**Size**
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Joseph
Last Name	Lunny
Relation to Water Right	Co-Owner
Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2011

Primary Owner: JOSEPH A LUNNY JR
Application Number: A020760
License Number: 008242
Date Submitted: 2012-03-16

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Stockwatering	Beef Animals 135 head

5. Amount of Water Diverted and Used		
Month	**Amount directly diverted or collected to storage (Acre-Feet)**	**Amount used (Acre-Feet)**
January	0.25	0.25
February	0.25	0.25
March	0.25	0.25
April	0.25	0.25
May	0.25	0.25
June	0.25	0.25
July	0.25	0.25
August	0.25	0.25
September	0.25	0.25
October	0.25	0.25
November	0.25	0.25
December	0.25	0.25
Total	3	3

6. Maximum Rate of Diversion for each Month	
Month	

	Maximum Rate of Diversion ()
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

7. Storage

Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Dam across highway	Yes		No	5	visual estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Joseph
Last Name	Lunny
Relation to Water Right	

Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2010

Primary Owner: JOSEPH A LUNNY JR
Application Number: A020760
License Number: 008242
Date Submitted: 2012-03-16

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Stockwatering	Beef Animals 135 head

5. Amount of Water Diverted and Used

Month	Amount directly diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0.25	0.25
February	0.25	0.25
March	0.25	0.25
April	0.25	0.25
May	0.25	0.25
June	0.25	0.25
July	0.25	0.25
August	0.25	0.25
September	0.25	0.25
October	0.25	0.25
November	0.25	0.25
December	0.25	0.25
Total	3	3

6. Maximum Rate of Diversion for each Month	
Month	

	Maximum Rate of Diversion ()
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

7. Storage

Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Dam across highway	Yes		No	5.5	visual estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks
This dam is used exclusively for cow drinking water

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Joseph
Last Name	Lunny
Relation to Water Right	Co-Owner

Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

[SUMMARY OF FINAL SUBMITTED VERSION]

REPORT OF LICENSEE FOR 2009

Primary Owner: JOSEPH A LUNNY JR
Application Number: A020760
License Number: 008242
Date Submitted: 2012-03-16

1. Project Abandoned	
The project has been abandoned and I request revocation of my water right license	No

2. Compliance with License Terms and Conditions	
I have currently reviewed my water right license and I am complying with all terms and conditions	Yes
Description of noncompliance with terms and conditions	

3. Changes to the Project	
Intake location has been changed	
Description of intake location changes	
Type of use has changed	
Description of type of use changes	
Place of use has changed	
Description of place of use changes	
Other changes	
Description of other changes	

4. Purpose of Use	
Stockwatering	135 HEAD BEEF COWS

5. Amount of Water Diverted and Used

Month	Amount directly diverted or collected to storage (Acre-Feet)	Amount used (Acre-Feet)
January	0.25	0.25
February	0.25	0.25
March	25	0.25
April	25	0.25
May	25	0.25
June	25	0.25
July	0.25	0.25
August	0.25	0.25
September	0.25	0.25
October	0.25	0.25
November	0.25	0.25
December	0.25	0.25
Total	102	3

6. Maximum Rate of Diversion for each Month	
Month	

	Maximum Rate of Diversion ()
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

7. Storage					
Reservoir name	Spilled this year	Feet below spillway at maximum storage	Completely emptied	Feet below spillway at minimum storage	Method used to measure water level
Dam across Highway	Yes		No	5	visual estimate

Conservation of Water	
8. Are you now employing water conservation efforts?	No
Description of water conservation efforts	
9. Amount of water conserved	

Water Quality and Wastewater Reclamation	
10. During the period covered by this Report, did you use reclaimed water from a wastewater treatment facility, water from a desalination facility, or water polluted by waste to a degree which unreasonably affects the water for other beneficial uses?	No
11. Amount of reclaimed, desalinated, or polluted water used	

Conjuctive Use of Groundwater and Surface Water	
12. During the period covered by this Report, were you using groundwater in lieu of available surface water authorized under your license?	No
13. Amounts of groundwater used	

Additional Remarks
This dam is exclusively used for cow drinking water

Attachments		
File Name	Description	Size
No Attachments		

Contact Information of the Person Submitting the Form	
First Name	Joseph
Last Name	Lunny
Relation to Water Right	Co-Owner

Has read the form and agrees the information in the report is true to the best of his/her knowledge and belief	Yes

STATE OF CALIFORNIA
THE RESOURCES AGENCY
STATE WATER RIGHTS BOARD

License for Diversion and Use of Water

APPLICATION 20760 PERMIT 13810 LICENSE 8242

THIS IS TO CERTIFY, *That* JOSEPH A. LUNNY, JR.
INVERNESS, CALIFORNIA

HAS *made proof as of* APRIL 25, 1967
(the date of inspection) to the satisfaction of the State Water Rights Board of a right to the use of the water of AN UNNAMED STREAM IN MARIN COUNTY

tributary to SCHOONER BAY THENCE DRAKES ESTERO THENCE PACIFIC OCEAN

for the purpose of DOMESTIC, STOCKWATERING AND RECREATIONAL USES *under Permit* 13810 *of the Board and that the right to the use of this water has been perfected in accordance with the laws of California, the Regulations of the Board and the permit terms; that the priority of this right dates from* APRIL 30, 1962, *and that the amount of water to which this right is entitled and hereby confirmed is limited to the amount actually beneficially used for the stated purposes and shall not exceed* SIX AND FOUR-TENTHS (6.4) ACRE-FEET PER ANNUM TO BE COLLECTED FROM ABOUT NOVEMBER 1 OF EACH YEAR TO ABOUT APRIL 30 OF THE SUCCEEDING YEAR AND A MAXIMUM WITHDRAWAL IN ANY ONE YEAR OF 6.4 ACRE-FEET UNDER THIS RIGHT.

THE POINT OF DIVERSION OF SUCH WATER IS LOCATED:

SOUTH 1,980 FEET AND EAST 750 FEET FROM NW SECTION CORNER OF PROJECTED SECTION 23, T3N, R10W, MDB&M, BEING WITHIN SW1/4 OF NW1/4 OF SAID SECTION 23.

A DESCRIPTION OF LANDS OR THE PLACE WHERE SUCH WATER IS PUT TO BENEFICIAL USE IS AS FOLLOWS:

WITHIN SW1/4 OF NW1/4 AND NW1/4 OF NW1/4 OF PROJECTED SECTION 23, T3N, R10W, MDB&M.

UW 6-29-67

Licensee shall allow representatives of the Board and other parties, as may be authorized from time to time by the Board, reasonable access to project works to determine compliance with the terms of this license.

All rights and privileges under this license including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the Board in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

Reports shall be filed promptly by licensee on appropriate forms which will be provided for the purpose from time to time by the Board.

The right hereby confirmed to the diversion and use of water is restricted to the point or points of diversion herein specified and to the lands or place of use herein described.

This license is granted and licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the Board.

Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property cannot agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

Dated: NOV 30 1967

L. C. Spencer

~~Executive Officer~~

CHIEF ENGINEER

2

03 HISTORY

Point Reyes National Seashore

UNNAMED STREAM (A020760)

Land History

03-27-1979: Memorandum to Associate Director, Management and Operations, National Park Service from Associate Regional Director, Operations, Western Region regarding Transmittal of Deed Assembly

United States Department of the Interior

NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:

L1425(640)
(WR)OL
PORE
Tr. 02-167
Trust for Public Land

March 27, 1979

RECEIVED
Point Reyes
National Seashore
MAR 29 1979
SUPT.
ADM.
YOSEMITE
RES. MGMT.
MAINTENANCE
YACC
HORSE FARM
PHOTO
SAFETY
INTERPRETATION

Memorandum

To: Associate Director, Management & Operations,
National Park Service
Attention: Chief, Land Acquisition Division

From: Associate Regional Director, Operations, Western Region

Subject: Transmittal of Deed Assembly

Vendor: *The Trust for Public Land*
Tract No.: *02-167*
Area: *Point Reyes National Seashore*
Deed No.: *260*

The original documents for the subject acquisition are transmitted herewith as follows:

(*x*) 1. Recorded Instrument of Conveyance
(*x*) 2. Field Solicitor's Final Title Opinion
(*x*) 3. Final Title Insurance Policy or final certificate
(*x*) 4. Administrative Waiver Certificate
(*x*) 5. Certificate of Inspection and Possession
(*x*) 6. Payment and Closing Sheet
( ) 7. Other Documents

(Sgd) Stanley T. Albright

Enclosures

bc:

01-17-1979: Memorandum to Field Solicitor, Department of the Interior, San Francisco from Chief, Division of Land Acquisition, Western Region regarding Request for Final Title Opinion

United States Department of the Interior

NATIONAL PARK SERVICE
WESTERN REGION
450 GOLDEN GATE AVENUE, BOX 36063
SAN FRANCISCO, CALIFORNIA 94102

IN REPLY REFER TO:

L1425(WR)OL
PORE
Tract 02-167
Trust for Public Land

JAN 17 1979

JAN 1979
UNITED STATES
DEPT. OF THE INTERIOR
OFFICE OF THE SOLICITOR
SAN FRANCISCO
FIELD OFFICE

Memorandum

To: Field Solicitor, Department of the Interior, San Francisco

From: Chief, Division of Land Acquisition, Western Region

Subject: Request for Final Title Opinion

Re: Project: *Point Reyes National Seashore* Tract No.: *02-167*
County: *Marin* State: *California*
Acreage: *1191.54* Consideration: *$1,370,000.00*
Estate Acquired: *Fee*
Vendors: *Trust for Public Land*

Deed Dated: *November 21, 1978* Recorded: *December 7, 1978*
Book: *3472* Page: *585 thru 590*
Title Evidence No.: *50630*
Prepared by: *Transamerica Title Insurance Company*

Enclosed for your review and approval of the Final Title is a complete Purchase Assembly relating to the acquisition of certain lands by the United States of America for use by the National Park Service. The assembly has been prepared with the view of meeting all of the requirements of the preliminary title opinion and includes all of the documentation prescribed therein.

An examination has been made of the title evidence and related papers pertaining to certain land in which interests have been acquired under authority of existing legislation. The land and estate acquired by the United States are more particularly described in the attached deed.

01-17-1979: Memorandum to Field Solicitor, Department of the Interior, Western Region from Chief, Division of Land Acquisition, Western Region regarding Request for Final Title Opinion

The attached final title evidence, continued to a data subsequent to the recordation of the deed, and accompanying data shown on enclosed list, disclose valid title to be vested in the United States of America subject to existing easements for public utilities, the rights and easements noted in Schedule B of the attached title evidence and any reservation contained in the deed and purchase agreement, which will not interfere with the proposed use of the land.

I hereby certify that the legal description in the subject deed has been checked and is correct and sufficient.

If you approve the title to the subject property, please sign in the space provided below and return this original memorandum to this office.

Enclosures

cc:
Field Solicitor, San Francisco
Attorney General /copy of title Policy/Indorsements, Recorded Deed

The title to the above referenced property is hereby approved this

23rd day of March, 1979.

Field Solicitor, Department of the Interior
San Francisco

01-17-1979: Memorandum to Field Solicitor, Department of the Interior, Western Region from Chief, Division of Land Acquisition, Western Region regarding Request for Final Title Opinion

LIST OF ENCLOSURES
FINAL TITLE OPINION REQUEST

Project: Point Reyes National Seashore

Tract No.: 02-167

Vendor: Trust for Public Land

cc:
Field Solicitor, w/copy of memo and Item 3 (ETOM)
and copy of memo, w/copy of Item 2 and Item 8 for Attorney General

Check if
Enclosed

(X) 1. Original Preliminary Title Opinion, w/attachments

(X) 2. Title Insurance Policy - with all Indorsements

(X) 3. Elimination of Title Objections Memorandum

(X) 4. Certificate of Inspection and Possession

(X) 5. Administrative Waiver Certificate

(X) 6. Vendor's Lien Letter

(X) 7. Tenant Disclaimer

(X) 8. Recorded Deed

(X) 9. Accepted Purchase Agreement

(X) 10. Payment and Closing Sheet

(X) 11. Other Title Curative - Specify

a. Water Rights Letter

b. _____

c. _____

d. _____

e. _____

After cording return to:

NATIONAL PARK SERVICE
Division of Lands
450 Golden Gate Avenue
Box 36063
San Francisco 94102

RECORDED AT REQUEST OF
60111 ST. PAUL TITLE COMPANY
AT 0 MIN. PAST 9 A M.
DEC 7 1978
Official Records of Marin County, Calif.
N. J. Giacomini
FEE $ 8.00 RECORDER

Tract 02-167 Point Reyes
National Seashore

BOOK 3472 PAGE 585

Escrow No. 109980 EJC
A/P 109-090-03, 05, 11, 12,
13 and 15 C/A 94-014

GRANT DEED

THE TRUST FOR PUBLIC LAND, a nonprofit corporation, Grantor, in consideration of the sum of $1,370,000.00 does hereby grant to the UNITED STATES OF AMERICA and its assigns, the following described property situated in the County of Marin, State of California and containing 1191.54 acres, more or less, to wit:

SEE ATTACHED EXHIBIT A

Together with all buildings and improvements thereon and all water rights appurtenant thereto and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

FOR THE NATIONAL PARK SERVICE

The land is conveyed subject to existing easements of record for public roads and highways, public utilities, railroads, pipelines, ditches and canals and the encumbrances listed on the attached Exhibit B.

And said Grantor, for itself and its heirs, executors, administrators and assigns, does hereby covenant with the UNITED STATES OF AMERICA that it is now seized in fee simple of the property granted; that the said UNITED STATES OF AMERICA shall enjoy the same without any lawful disturbances and that title to the property is conveyed free from any encumbrances except as shown on the attached Exhibit B.

Grantors further remise, release and forever quitclaim to the UNITED States of America and its assigns, all right, title and interest it may have in the banks, beds and waters of any streams bordering the said land to be conveyed and also all interest in any alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

Executed this 21st day of November, 1978.

THE TRUST FOR PUBLIC LAND

By _____

By Rebecca L. Knight

THE TRUST FOR PUBLIC LAND INCORPORATED MAY 5 1972

DOCUMENTARY TRANSFER TAX $ _____
____ Computed on full value of property conveyed.
____ OR Computed on full value less liens and encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax.
Firm Name ST. PAUL TITLE COMPANY

STATE OF CALIFORNIA

County of San Francisco } ss.

On November 21 1978 before me, the undersigned, a Notary Public in and for said County and State personally appeared Robert W. McIntyre known to me to be the Vice President and Rebecca L. Knight known to me to be the Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

OFFICIAL SEAL
SUE ANN STEWART
NOTARY PUBLIC - CALIFORNIA
SAN FRANCISCO COUNTY
My comm. expires DEC 12, 1980

Sue Ann Stewart
Notary Public

Form 12 - Acknowledgement - Corporation

BOOK 3472 PAGE 586

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

EXHIBIT A TO OFFER TO SELL REAL PROPERTY

DATED November 7 19 78

NPS AREA: Point Reyes NRA
TRACT NO: 02-~~XX~~ 167
CONTRACT NO: CX 8000 9 2022

DESCRIPTION: County of Marin - State of California

BEGINNING at a redwood post 4 inches by 4 inches from which the Southwest corner of the school house bears South 22° 15' East 219.0 feet thence along the foot of the hills, South 08° 27" West 499.2 feet, South 03° 07' West 151.1 feet, South 12° 31' West 1562.6 feet, South 05° 14' East 632.9 feet, South 45° 12' East 277.6 feet, South 13° 47' West 149.6 feet, South 29° 49' East 223.0 feet, South 56° 52' East 256.2 feet, North 84° 22' East 629.7 feet, South 79° 14' East 406.3 feet, South 83° 29' West 558.6 feet, South 66° 56' West 531.1 feet, North 70° 08' West 501.2 feet and South 66° 17' West 780.1 feet to a point in the Westerly shoreline of Limantour Bay; thence along said shoreline at ordinary high water, North 52° 57' West 489.2 feet, South 56° 04' West 961.6 feet, South 73° 35' West 431.5 feet, South 56° 19' West 444.7 feet and South 08° 29' East 534.0 feet to a point; thence leaving the Westerly shoreline and along the line common to Ranch F and Ranch G, North 73° 44' West 869.0 feet, North 72° 05' West 1000.0 feet, North 71° 48' West 700.0 feet, North 71° 41' West 1300.0 feet, North 43° 35' West 4670.0 feet, North 25° 14' West 400.0 feet, North 44° 00' West 714.0 feet, North 56° 26' West 580.0 feet and North 51° 23' West 143.3 feet to a point in the shoreline of the Pacific Ocean; thence along said shoreline at ordinary high water, North 15° 51' East 839.1 feet, North 16° 05' East 991.0 feet and North 19° 48' East 2350.7 feet to the point of intersection with the line common to the lands of John C. Rapp and Theresa Rapp and the lands of the O.L. Shafter Estate Company to the point of beginning as follows: South 65° 30' East 962.3 feet to a point in the Southerly beach of Stinson's Lagoon known and shown as Abbott's Lagoon on the map of Topography, California, Point Reyes Quadrangle U.S. Coast and Geodetic Survey, Edition of 1918; thence along said Southerly beach, South 25° 05' East 350.2 feet, South 16° 57' West 624.1 feet, South49° 03' East 1895.1 feet, North 77° 22' East 1209.9 feet, South 35° 31' East 417.3 feet and North 23° 22' East 899.6 feet to a point in a eucalyptus hedge; thence along the hedge, South 65° 53' East 769.9 feet, South 66° 00' East 379.8 feet, South 67° 09' East 209.2 feet, South 71° 43' East 616.1 feet, South 67° 05' East 838.1 feet, South 67° 57' East 783.2 feet, South 66° 10' East 1003.5 feet, South 44° 58' East 152.3 feet, South 36° 22'East 433.0 feet, South 37° 07' East 876.2 feet, South 34' East 276.0 feet and South 47° 47' East 411.2 feet to the point of beginning, Surveyed by Edward G. Tilton, C.E. In 1879.

EXCEPT the following described portion:

BEGINNING at a point located within the boundaries of the Official Survey for RCA Communities, Inc. (OS 2-169), South 65° 40' 20" West 1485.0 feet from boundary monument 4 of the Survey at a point Y=589,371.0 and X=1, 300,714.7 of the State of California coordinate system (Lambert Conformal Conic Projection) Zone III marked by a concrete monument; thence North 75° 03' West 17.00 feet to a concrete monument; thence North 14° 57' East 16.00 feet to a concrete monument, South 75° 03' East 17.00 feet to a concrete monument and South 14° 57' West 16.00 feet to the point of beginning.

COPY 3 - ESCROW AGENT

BOOK 2472 PAGE 587

AL[illegible]
L[illegible]:

RK

That certain Real Property situate in the County of Marin, State of California, described as follows to-wit:

BEGINNING at a point in the northwesterly line of a 60 foot County Right of Way as conveyed by James McClure et ux to the County of Marin by deed recorded in Liber 30 of Official Records at page 198, Marin County Records, which point bears South 71° 41' East 31.5 feet, thence on a curve to the right of radius 425.69 feet for a distance of 191.43 feet, thence North 62° 47' East 606.80 feet, thence North 62° 30' East 691.729 feet and North 35° 54' West 30.325 feet from a 2 inch iron pipe marking the intersection of the two courses, North 45° 35' West 4670 feet and North 71° 41' West 1300 feet in the deed from John G. Rapp to James McClure et ux dated Dec. 17, 1919 and recorded in Liber 209 of Deeds at page 491, Marin County Records; said iron pipe being shown on that certain map entitled "Record of Survey portion of Rancho Puntol de Los Reyes Sobrante (as per 184 of Official Records at page 424) Marin County, California for R.C.A. Communications Inc.;" running thence from said point of beginning and leaving said road line, North 35° 54' West 1104.965 feet.; thence North 45° East 261.493 feet; thence North 45° West 800 feet; thence South 45° West 800 feet; thence South 45° East 800 feet; thence North 45° East 133.400 feet; thence South 35° 54' East 981.829 feet to a point in the northeasterly line of the aforesaid County Road; running thence along said road line North 62° 30' East 404.338 feet to the point of beginning.

RECORDER'S NOTE:
THIS DOCUMENT RECEIVED
[illegible] NOT CLEARLY
REPRODUCIBLE)

Escrow Agent

UNITED S[illegible] DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

EXHIBIT B TO OFFER TO SELL REAL PROPERTY

DATED November 7 19 78

NPS AREA: Point Reyes NRA
TRACT NO: 02-[illegible] 167
CONTRACT NO: CX 8000 9 2022

1. Any change in the Westerly line by reason of its being the ordinary line of the Pacific Ocean, which is a meander line, subject to change by slow and natural means.

2. Any change in the Northerly line by reason of its being the line of Abbott's Lagoon, which is a meander line, subject to change by slow and natural means.

3. Any change in the Southeasterly line by reason of its being the line of Limantour Bay, which is a meander line, subject to change by slow and natural means.

4. Easement in the Deed to the United States of America

For	: Ingress/egress
Recorded	: January 20, 1888
Book	: 6 of Deeds at page 469

5. Easement in the Deed to James McClure

For	: Ingress/egress
Recorded	: December 23, 1919
Book	: 209 of Deeds at page 491

6. Easement in the Deed to the County of Marin

For	: Public highway purposes (60 feet wide)
Recorded	: November 5, 1923
Book	: 30 of Official Records at page 199

7. Easement in the Deed to Pacific Gas and Electric Company

For	: Single lines of poles
Recorded	: November 5, 1930
Book	: 203 of Official Records at page 491

8. Easement in the Deed to the United States Coast Guard

For	: Poles and lines
Recorded	: April 2, 1931
Book	: 211 of Official Records at page 282

9. Easement in the Deed to Pacific Telephone and Telegraph Company

For	: Poles and electrical facilities (20 feet wide)
Recorded	: March 1, 1938
Book	: 353 of Official Records at page 466

10. Easement in the Deed to Pacific Gas and Electric Company

For	: Single lines of poles
Recorded	: October 21, 1940
Book	: 404 of Official Records at page 359

COPY 3 - ESCROW AGENT

FORM 10-300
(Rev. 10-70)

UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

EXHIBIT B TO OFFER TO SELL REAL PROPERTY

DATED November 7 19 78

RK

NPS AREA: Point Reyes NRA
TRACT NO: ~~02-165~~ 02-167
CONTRACT NO: CX 8000 9 2022

11. Easement, 20 feet wide, granted to Pacific Telephone and Telegraph Company

For	:	Underground utilities
Recorded	:	June 30, 1952
Book	:	750 of Official Records at page 274
Affects	:	Portion

12. Easement granted to the United States of America

For	:	Reasonable and direct access to Sir Francis Drake Boulevard
Recorded	:	June 26, 1965
Book	:	1699 of Official Records at page 506
Affects	:	Exact location not of record - Appurtenant to Tract 02-164

13. Easement in a Declaration of Taking had on July 17, 1970

For	:	Access purposes
Court	:	US District Court for the Northern District of CA
Plaintiff	:	United States of America
Defendant	:	RCA Communications, Inc.
Case No.	:	C-70-1524
Certified copy Recorded	:	July 20, 1970
Book	:	2388 of Official Records at page 535
Affects	:	Portion

14. Lease agreement between Joseph A. Lunny, Jr., Joan Lunny, and The Trust for Public Land. Said lease terminates on November 30, 1978. Rental payment(s) shall be paid to the United States on a prorata basis from the date of closing.

15. Easement granted to RCA Global Communications, Inc.

For	:	Access to and use and enjoyment of antennas, poles and transmission lines, including rights of repair and maintenence
Recorded	:	May 11, 1978
Book	:	3372 of Official Records at page 183

16. Perpetual easement granted to RCA Global Communications

For	:	Maintenance and repair of underground utility lines
Recorded	:	May 11, 1978
Book	:	3372 of Official Records at page 192

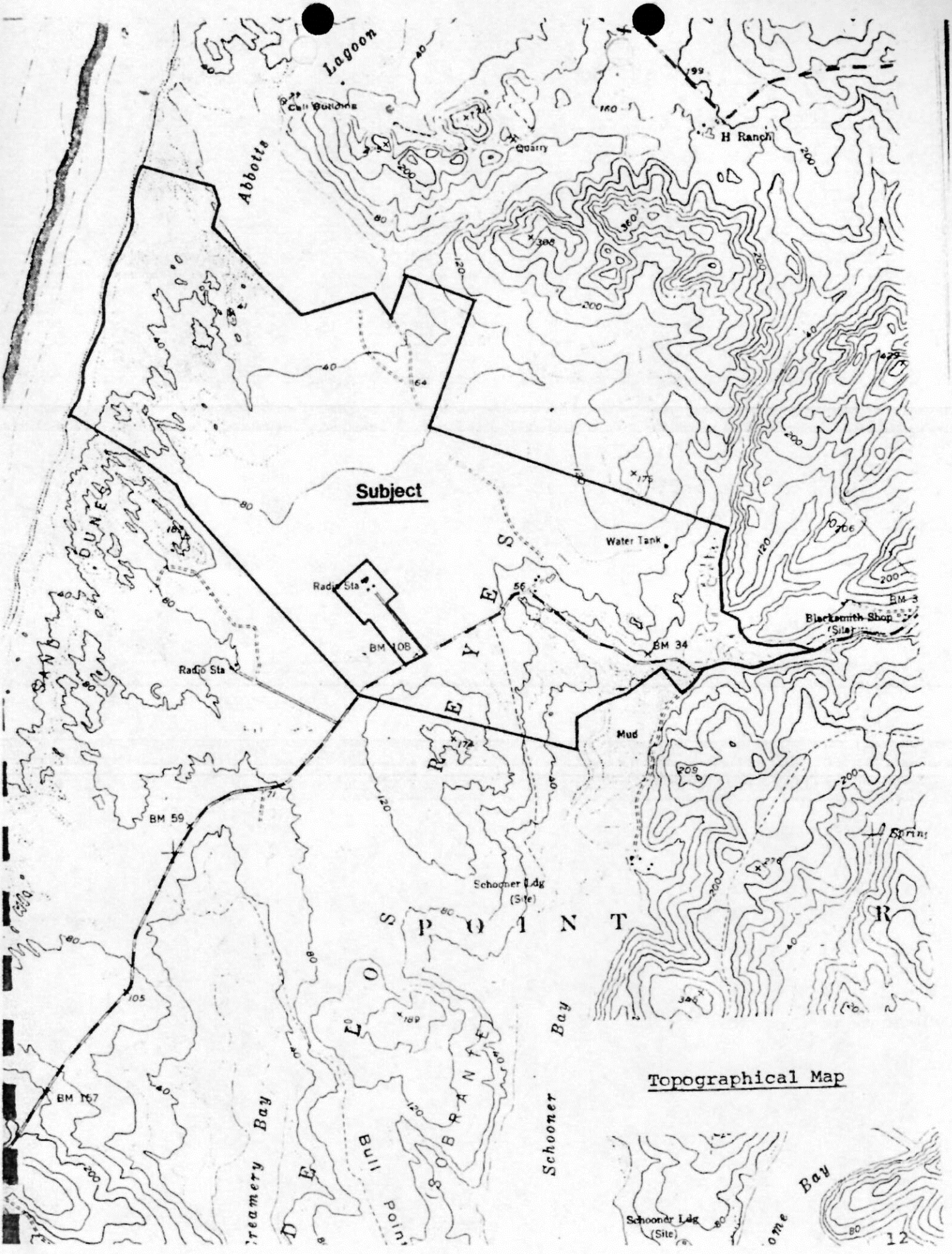
COPY 3 - ESCROW AGENT

o. 1	1944	1,178	$25.00	$29,450	50	$14,725
2	1967	504	25.00	12,600	30	8,820
3	1940	1,120	18.30	20,496	65	7,174
4	1975	1,690	2.25	3,803	25	2,852
5	1940s	1,560	17.10	26,676	85	4,001
6	1940s	620	7.85	4,867	90	487
7	1940s	294	7.85	2,308	90	231
				Estimated Current Value of Buildings		$38,290

orrals (wood fences and concrete)	$2,000	
eed Lot	8,500	
encing 26,400 lineal feet @ $.10/lineal feet	2,640	
uel Pump	500	
ater System	8,921	
		$22,561
Total Depreciated Replacement Cost		$60,851
	called	$60,000

Replacement Cost New

00-00-0000: Map of Topography



Topographical Map

07 OTHER

Point Reyes National Seashore

UNNAMED STREAM (A020760)

Other Supporting Information

LEASE AMENDMENT TO AGRICULTURAL LEASE/PERMIT AGRI-8530-2600-5004 And INTERIM LEASE 2209

This Lease Amendment to Agricultural Lease/Permits ("**Lease Amendment**") is made and entered into by and between the United States Department of the Interior, National Park Service ("**NPS**" or "**Lessor**"), an agency of the United States of America, and Joe Lunny, Kevin Lunny, Nancy Lunny, Brigid Lunny, Patrick Lunny, and Sean Lunny (individually and collectively referred to as "**Lessee**"), as of the Effective Date defined below.

Whereas, the Lessee notified the NPS that Lessee had decided to terminate Lessee's ranching operation on or before the Move Off Date (defined below), and that Lessee had entered into a separate Payment Agreement with The Nature Conservancy ("**TNC**"), subject to its terms and conditions, under which Lessee would receive a settlement payment ("**Settlement Payment**") from TNC in consideration for, among other things, vacating the Premises and terminating any and all claims to lease permit interests including in multigenerational ranching which Lessee may have in relation to the Premises or the Park.

Whereas, Lessee and NPS are parties to certain litigation filed in United States District Court in the Northern District of California as Case 3:22-cv-00145 (the "**Litigation**") and the parties to the Litigation have agreed to a settlement to the Litigation as memorialized in a Settlement Agreement ("**Settlement Agreement**");

Whereas, in connection with the Settlement and in consideration of the Settlement Payment, Lessee has requested additional time to remove personal property and equipment from the Premises and conduct certain cleanup and restoration actions on the Premises (collectively referred to as "**Wind Down Activities**") before Lessee surrenders its tenancy and its lease permit interests for multigenerational ranching and vacates the Premises, as further described in that certain Wind Down Agreement between Lessee, NPS, and TNC, which is effective the last date of signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement (the "**Wind Down Agreement**"); and

Whereas, the NPS desires to provide Lessee with additional time to complete its Wind Down Activities in a manner that is protective of Park resources.

NOW THEREFORE, in consideration of the terms, agreements, covenants, conditions and provisions contained in this Lease Amendment, Lessee and Lessor (the "**Parties**") hereby agree as follows:

1. **PREMISES**: Because Lessee's Wind Down Activities apply to lands and improvements leased under Agricultural Lease/Permit #8530-2600-5004, the term **"Premises"** as used in this Lease Amendment comprise the Premises as modified by Interim Lease 2209.

2. **LEASE AMENDMENT**: This Lease Amendment amends Interim Lease 2209 ("**Interim Lease**") which respectively amended Agricultural Lease/Permit #8530-2600-5004 (the "**Original Lease(s)**," collectively with the Interim Lease(s), the "**Lease**") for the Premises. Except as revised or modified herein, the rents, definitions, terms, and conditions of the Original Leases, as amended by the Interim Leases, are incorporated into this Lease Amendment and continue to apply to the respective lands and improvements leased to Lessee under the Lease. By executing this Lease Amendment, Lessee expressly agrees that it is bound by and will comply with the rents, terms, and conditions of this Lease Amendment. In the event of any conflict between the Lease Amendment and the Lease, the Lease Amendment shall control. Any capitalized terms not defined herein shall have the meanings set forth in the Lease.

3. **EFFECTIVE DATE**: The Effective Date of this Lease Amendment is the date of the last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement.

4. **EXTENSION OF LEASE TERM; MOVE OFF DATE**: In order for Lessee to conduct the Wind Down Activities in an orderly fashion and in a manner that is protective of Park resources, the lease term of Interim Lease 2209 is modified as follows. Lessor and Lessee agree that the Lease of the Premises and all amendments thereto, including this Lease Amendment, will terminate on the Move Off Date identified in the Wind Down Agreement ("**Move Off Date**"), and the Lease and Lease Amendment shall expire and have no further force or effect except for terms that explicitly survive by the terms of the Lease and the Lease Amendment. Lessor and Lessee agree that the Move Off Date may be amended according to the terms of the Wind Down Agreement.

5. **WIND DOWN ACTIVITIES**: As a condition of receiving this Lease Amendment, Lessee agrees to perform the Wind Down Activities and comply with the terms and conditions of the Wind Down Agreement, which is attached hereto as Exhibit A and incorporated herein by reference. Lessee's interests related to the use and occupancy of the Premises are solely and expressly limited to the Wind Down Activities and activities that are necessary to conduct during the Wind Down Activities. For example, a Lessee may continue to graze cattle and produce milk until the cattle are sold in accordance with the Wind Down Agreement.

6. **LESSEE'S OBLIGATION TO RESTORE THE PREMISES**: Lessee's compliance with the requirements of this Lease Amendment, and the separate Wind Down Agreement among Lessee, Lessor and TNC, shall satisfy Lessee's obligations under Article 29 of Agricultural Lease/Permit #8530-2600-5004.

7. **OBLIGATIONS REGARDING SURRENDER AND VACATE**: Lessee agrees to surrender and vacate the Premises and Lessor agrees to accept the surrender of the Premises, as of the Move Off Date.

8. **NO HOLDING OVER**: Any holding over by Lessee after the Move Off Date shall not constitute a renewal of any prior lease or give Lessee any rights in or to the Premises.

9. **FINAL RENT PAYMENT**: The rent shall continue at the rate in the existing Lease through the Move Off Date. If Lessee removes all cattle from the Premises prior to the Move Off Date, no further rent for cattle shall be due. If the number of cows is reduced during the Wind Down Period, then the AUM rental rate shall be prorated and adjusted quarterly accordingly. NPS will provide information about the schedule necessary to make such adjustment. Such schedule shall include commercially reasonable time frames.

10. **TERMINATION OF LESSEE'S INTERESTS ON MOVE OFF DATE**:

    a. **REMAINING INTERESTS IN PARK**: Effective on the Move Off Date, Lessee, for itself and its successors and assigns, hereby forever releases, quitclaims, and surrenders to Lessor, its successors and assigns, any and all remaining rights, interests or privileges that Lessee claims in and to the Lease, the Premises and the Park, however acquired or alleged to have been acquired, that have not already been waived or released under the Settlement Agreement, or under Section 5 above. Effective on the Move Off Date, Article 28 of Agricultural Lease/Permit #8530-2600-5004 as modified by Interim Lease 2209 will be rescinded and of no further force or effect.

    b. **TERMINATION OF MULTI-GENERATIONAL RANCHING CLAIMS:** Effective on the later of the Move Off Date or TNC providing a certificate stating that either the Payment Agreement has been terminated or ranchers have received the Settlement Payment, Lessee relinquishes, waives, and releases any and all claims for themselves and their successors in interest, known or unknown, to future leases or other agreements for multi-generational ranching, including but not limited to claims under the enabling legislation for Point Reyes National Seashore, 16 U.S.C. Sections 459c et. seq. and any amendments thereto, any policies or regulations issued thereunder, and any other federal laws, regulations, policies, or other congressional documents.

    c. **RELINQUISHMENT OF PERSONAL PROPERTY RIGHTS AFTER MOVE OFF DATE**: NPS shall have the absolute right to remove Lessee personal property after the Move Off Date. Lessee waives any notice requirements and agrees that any such items left on the Premises shall be deemed to have no commercial value.

11. **PAYMENT AGREEMENT**: Lessee and NPS acknowledge and agree that NPS is not a party to the Payment Agreement and has no obligations thereunder whatsoever. NPS acknowledges and agrees that the Payment Agreement is a confidential document between TNC and Lessee and NPS has no rights to view the content of the Payment Agreement.

12. **TAXES AND LIENS**: Lessee warrants that there are no outstanding liens or tax bills against the Premises or any improvements thereon and that Lessee is in compliance with the provisions of the Leases relating to taxes and liens.

13. **NOTICES**: Lessee consents to allowing the NPS to provide information to TNC related to Lessee's implementation of Wind Down Activities.

14. **TNC CONSENT**: The Parties acknowledge that TNC is a third-party beneficiary to this Lease Amendment. This Lease Amendment shall not be terminated, cancelled, amended, modified, supplemented or changed, or any provision, default, breach or performance waived, or any assignment made without the written consent of TNC.

15. Notwithstanding any other provision of this Lease Amendment, the Parties agree that Lessee has not relinquished its claim exclusively against NPS regarding reimbursement of Lessee's capital improvement costs for replacing the septic system on the Premises in the fall of 2022.

[Signature page below]

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as Lessor, and Lessee have executed this Lease Amendment by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date 1/7/2025

Anne Altman, Superintendent
"LESSOR"

Date 1/7/2025

Joe Lunny
"LESSEE"

Date 1/7/2025

Kevin Lunny
"LESSEE"

Date 1/7/2025

Nancy Lunny
"LESSEE"

Date 1/7/2025

Brigid Lunny
"LESSEE"

Date 1/7/2025

Patrick Lunny
"LESSEE"

Date _____

Sean Lunny
"LESSEE"

Docusign Envelope ID: C4FD1D94-E7A3-46CE-B4E3-637522CCF456

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as Lessor, and Lessee have executed this Lease Amendment by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date _____

_____
Anne Altman, Superintendent
"LESSOR"

Date _____

_____
Joe Lunny
"LESSEE"

Date _____

_____
Kevin Lunny
"LESSEE"

Date _____

_____
Nancy Lunny
"LESSEE"

Date _____

_____
Brigid Lunny
"LESSEE"

Date _____

_____
Patrick Lunny
"LESSEE"

Date 1-7-2025

DocuSigned by:
Sean Lunny
83CA3F6B3A8D46E...
Sean Lunny
"LESSEE"

EXHIBIT A

WIND DOWN AGREEMENT
FOR THE G RANCH

This Wind Down Agreement ("**Agreement**") is for the Premises (defined below). This Agreement is made and entered as of the Effective Date (defined below) by and among the National Park Service ("**NPS**"), the Lessee (as defined in Section 3 below), and Then Nature Conservancy ("TNC").

Whereas, the Premises (commonly known as "G Ranch") as defined in that certain Lease Amendment ("**Lease Amendment**") by and between NPS and Lessee, effective as of even date herewith ("**Premises**"), is located in Point Reyes National Seashore ("**Park**") which is administered by NPS;

Whereas, Lessee and NPS are parties to certain litigation filed in United States District Court in the Northern District of California as Case 3:22-cv-00145 (the "**Litigation**");

Whereas, the Lessee and TNC have entered into a certain Payment Agreement dated as of January 2, 2025 ("**Payment Agreement**") under which TNC would make a Settlement Payment (as defined in the Payment Agreement) to the Lessee for the primary purpose of furthering TNC's conservation mission, in exchange for the Lessee's Termination of Lessee Interests, as defined in the Payment Agreement;

Whereas, NPS is not a party to the Payment Agreement but desires to coordinate with Lessee and TNC regarding certain aspects of such Payment Agreement;

Whereas, as part of effecting the Termination of Lessee Interests including interests in multi-generational ranching in consideration for receiving the Settlement Payment from TNC pursuant to the Payment Agreement, Lessee desires to enter into this Agreement, which provides for the winding down activities and obligations Lessee agrees to and shall complete, such as terminating Lessee's ranching operations, surrendering its lease(s), vacating the Premises, removing personal property and equipment from the Premises, and conducting certain cleanup and restoration actions on the Premises, all of which are further described below (collectively, the "**Wind Down Activities**" and each individually, a "**Wind Down Activity**");

Whereas, except as provided in the Settlement Agreement which is effective as of the date of the last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement, to sign the Settlement Agreement (the "**Settlement Effective Date**"), the Parties understand and agree that any obligations not identified herein are the responsibility of NPS or other persons or entities (excluding TNC);

Whereas, TNC desires to ensure that Lessee completes the Wind Down Activities for purposes effecting the Termination of Lessee Interests and TNC of making the Settlement Payment to Lessee, subject to the terms and conditions of the Payment Agreement;

Whereas, NPS desires to ensure that Wind Down Activities conducted by the Lessee are protective of Park resources; and

Whereas, NPS is entering into this Agreement in furtherance of the leasing authority in the Point Reyes National Seashore enabling legislation at 16 U.S.C. § 459c-5.

NOW THEREFORE, the Lessee, NPS, and TNC (collectively, the "**Parties**" and each a "**Party**") hereby agree as follows:

1. **EFFECTIVE DATE:** This Agreement becomes effective on the last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement.

2. **MOVE OFF DATE:** The Lessee's move off date shall be 455 days from TNC fully funding escrow with the Settlement Payment (as defined in the Payment Agreement). TNC shall provide notice to NPS once escrow is fully funded with the Settlement Payment. ("**Move Off Date**"). In the event the Parties agree in writing to a revised Move Off Date under Section 7, then such Move Off Date shall be deemed to be the "Move Off Date" for the purposes of Sections 4, 5, and 9 of this Agreement, the Lease Amendment between Lessee and NPS of even date herewith, and the Payment Agreement between TNC and Lessee. In the event Lessee receives an extended cure period to complete Wind Down Activities under Section 7.b. due to a Force Majeure Event, the last date of such cure period shall be deemed to be the "Move Off Date" for the purposes of Sections 4, 5, and 9 of this Agreement, the Lease Amendment entered into between Lessee and NPS of even date herewith, and the Payment Agreement between TNC and Lessee. In the event NPS issues a Final Completion Notice to Lessee prior to the Move Off Date (i.e. NPS agrees that has Lessee completed its Wind Down Activities early), then the date NPS issues such Final Completion Notice shall be deemed to be the "Move Off Date" for the purposes of the Lease Amendment.

3. **LESSEE:** The term "**Lessee**" means: Joe Lunny, Kevin Lunny, Nancy Lunny, Brigid Lunny, Patrick Lunny, and Sean Lunny.

4. **WIND DOWN PERIOD:** On the Effective Date, Lessee shall begin the Wind Down Activities as set forth in this Agreement and complete the Wind Down Activities by the Move Off Date (such time, the "**Wind Down Period**"). NPS shall be responsible for certification of Lessee's completion of the Wind Down Activities, subject to the processes and the TNC Inspection Option (as defined below) in Sections 6 and 7.

5. **WIND DOWN ACTIVITIES:** Starting at the Effective Date, Lessee agrees to conduct the activities stated in Exhibit 1, which is incorporated herein by reference and establishes Lessee's obligations for winding down Lessee's operations on the Premises and the scope of Lessee's cleanup of the Premises.

6. **MEETINGS, SCHEDULE, AND INTERIM PROGRESS APPROVAL:**

   a. Wind Down Period Meetings and Notices. NPS and Lessee agree to meet as necessary during the Wind Down Period, and no less than once every two months, to ensure that Wind Down Activities are progressing according to the schedule set forth in **Exhibit 1** (each a "**Wind Down Meeting**"). NPS and Lessee shall notify TNC with a written summary within 5 business days after each Wind Down Meeting (or in a reasonably timely manner agreed to by all Parties in writing) which briefly details, at minimum, the status of the Wind Down Activities and any outstanding matters that may require attention. The Parties shall meet regarding the progress of the Wind Down Activities within 4 business days of TNC's written request (or in a reasonably timely manner agreed to by all Parties in writing) during the Wind Down Period. The Parties agree that time is of the essence related to Wind Down Activities. However, the Parties recognize that, except for the Move Off Date, the other dates in **Exhibit 1** are target dates that may be adjusted with the written consent of the Parties depending on weather, seasons, contractor availability, livestock relocation, livestock marketing availability and logistics, and employee transition issues, among other things.

   b. Individual Wind Down Activity Inspections. Lessee may provide a written request to the Superintendent (at the email address provided in the notice section below) that NPS approve any completion of a Wind Down Activity prior to the Move Off Date. NPS shall make best efforts to inspect the completion of the Wind Down Activity in during the next bi-monthly meeting. NPS shall provide written notice to Lessee of NPS's approval or disapproval of the completion of the Wind Down activity within 5 business days of completion of NPS's inspection of the respective Wind Down Activities. If completion of the Wind Down Activity is not approved, then NPS and Lessee will agree on a revision to **Exhibit 1**, if necessary, (e.g., the activities that would be required for approval of completion of the Wind Down Activity and a revised target date for completion, if necessary). Such revision to **Exhibit 1** shall be in writing and subject to prior written approval by TNC. NPS shall keep a written record of the Lessee's completion of individual Wind Down Activities, and promptly provide a copy to Lessee and TNC within 5 business days of completion of NPS's inspection of the respective Wind Down Activities.

   c. Final Approval. All Wind Down Activities that receive interim progress approval under Section 6(b) from NPS will be reviewed by NPS during the final inspection to confirm that there has been no change in status.

d. Damage to Premises During Wind Down Period: In the event of natural occurrences (e.g. wind, fire) that damage existing buildings or structures on the Premises during the Wind Down Period, or damage caused by a third-party non-guest of Lessee, Lessee shall bear no responsibility for rebuilding such building or structure. Repair and clean-up obligations shall be determined through the meet and confer processes in this Agreement.

7. **NPS FINAL COMPLETION NOTICE:**

a. NPS Initial Inspection After Lessee Notice of Completion. Upon Lessee's completion of all the Wind Down Activities, which shall be completed by the Move Off Date, Lessee shall send a written notice to NPS of Lessee's completion, and that the Premises are ready for NPS' inspection (a "**Lessee Completion Notice**"). NPS shall complete its inspection of the Premises within 10 business days of receipt of Lessee's Completion Notice. NPS may extend this inspection period for 5 additional business days by written notice to Lessee. After completing its inspection, NPS shall provide written confirmation of Lessee's completion or non-completion of the Wind Down Activities to Lessee and TNC. NPS shall provide such written confirmation to Lessee and TNC no later than 10 business days from completion of its inspection.

i. Lessee Completion of Wind Down Activities. If NPS deems that Lessee has completed its Wind Down Activities by the Move Off Date, NPS shall provide a written Final Completion Notice ("**NPS Final Completion Notice**") to Lessee and TNC no later than 10 business days from completion of its inspection (the "**NPS First Notice Deadline**"). If NPS deems that Lessee has satisfactorily completed the Wind Down Activities in sections 4-12 of Exhibit 1 by or before the Move Off Date, NPS shall issue a Final Completion Notice.

ii. Lessee Non-Completion of Wind Down Activities. If NPS determines that Lessee has not satisfactorily completed the Wind Down Activities by the Move Off Date, then NPS will provide a written notice identifying the deficiencies and the actions and timeline required of Lessee to cure the deficiencies ("**NPS Deficiency Notice**"), to the other Parties within 10 business days of completing its inspection.

1. Parties Agree with NPS Deficiency Notice. If Lessee and TNC agree with the NPS Deficiency Notice, Lessee and TNC shall provide written notice to NPS of their agreement, and Lessee shall perform the actions in the NPS Deficiency Notice to cure the deficiencies within the timeline identified in the NPS Deficiency Notice by the adjusted Move Off date as agreed by the Parties. Upon Lessee's cure of the deficiencies according to the NPS Deficiency Notice, Lessee shall send a written notice to NPS and

TNC of Lessee's completion ("**Cure Notice**") and that the Premises are ready for NPS' inspection. NPS shall complete its inspection of the Premises within 3 business days of receipt of Lessee's Cure Notice.

a. Lessee Cures. If NPS deems that Lessee has satisfactorily cured the deficiencies set forth in the NPS Deficiency Notice, NPS shall provide a written copy of the NPS Final Completion Notice to Lessee and TNC no later than 2 business days from completion of its inspection.

b. Lessee Does Not Cure. If NPS deems that Lessee has not cured the deficiencies in the NPS Deficiency Notice, NPS shall provide a written notice detailing any deficiencies to Lessee and TNC ("**Cure Deficiency Notice**"). NPS shall provide such Cure Deficiency Notice to Lessee and TNC no later than 2 business days from completion of its inspection. In the event NPS provides a Cure Deficiency Notice, the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement

2. Parties Do Not Agree with NPS Deficiency Notice. If all the Parties agree that the deficiencies are due to a Force Majeure Event (as defined below), then Section 7.b. shall apply. If Lessee disagrees with the NPS Deficiency Notice or the Parties disagree whether the deficiencies are due to a Force Majeure Event (as defined below), then the Parties agree to meet within 10 business days of receipt of the NPS Deficiency Notice to attempt to resolve the matter. If the Parties agree on a written resolution, which shall include a revised schedule (the "**Revised Schedule**") and identify the activities and the timeline for Lessee to complete the Wind Down Activities, within 15 business days of their meeting (the "**Resolution Deadline**"), then Section 7.a.ii.2.a shall apply. The Revised Schedule may include a revised Move Off Date if the cure period set forth in the Revised Schedule extends beyond the Move Off Date. If the Parties cannot agree on a written resolution by the Resolution Deadline, then NPS shall provide a new deficiency notice that is revised as appropriate to reflect the outcome, if any, of the resolution process ("**Revised Deficiency Notice**"), and the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

a. Inspection for Revised Schedule. Upon Lessee's cure of the deficiencies according to the Revised Schedule, Lessee shall send a written notice to NPS and TNC of Lessee's

completion ("**Second Completion Notice**"), and that the Premises are ready for NPS' inspection. NPS shall complete its inspection of the Premises within 3 business days of receipt of Lessee's Second Completion Notice.

i. Lessee Cures. If NPS deems that Lessee has satisfactorily cured the deficiencies set forth in the Revised Schedule, NPS shall provide a written copy of the NPS Final Completion Notice to Lessee and TNC no later than 2 business days from completion of its inspection.

ii. Lessee Does Not Cure. If NPS deems that Lessee has not cured the deficiencies in the NPS Deficiency Notice or Revised Schedule, as applicable, NPS shall provide a written notice detailing any deficiencies to Lessee and TNC ("**Second Deficiency Notice**"). NPS shall provide such Second Deficiency Notice to Lessee and TNC no later than 2 business days from completion of its inspection. In the event NPS provides a Second Deficiency Notice, then the Parties shall initiate the meet and confer process set forth in the Settlement Agreement.

b. Lessee Force Majeure Event. In the event NPS has issued a NPS Deficiency Notice or the Wind Down Activities are otherwise not resolved by the Move Off Date and Lessee's failure to complete the Lessee's Wind Down Activities prior to the Move Off Date is due to unforeseen circumstances that make Lessee's performance illegal, extraordinarily difficult, or impossible, such as extreme weather, or health or safety operation restrictions such that Lessee is reasonably rendered unable wholly or in part to complete Lessee's Wind Down Activities through no fault of its own (each a "**Force Majeure Event**"), then Lessee may request that the Parties, by mutual agreement, extend the Move Off Date by a reasonable amount of time (not to exceed an additional 90 days from the Move Off Date unless otherwise agreed to by the Parties).

i. Force Majeure Meet and Confer. The Parties agree to meet within 10 business days of receipt of such a written request from Lessee to consider whether the period for remedy or cure and the Move Off Date will be extended to up to 90 days. If the Parties do not agree on a resolution at the meeting. NPS shall issue a Revised Deficiency Notice and the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

ii. If the Parties Agree on a Resolution at the Meeting. If the Parties agree on a resolution at the meeting, within 15 days of their meeting, the resolution shall identify the deficiencies that Lessee must cure and include a revised schedule (the "**Force Majeure Schedule**"). The Force Majeure Schedule may include a revised Move Off Date if the cure period set forth in the Force Majeure Schedule extends beyond the Move Off Date (the "**Force Majeure Deadline**"). Lessee shall use best efforts to mitigate the effects of such Force Majeure Event, remedy its inability to perform, and complete Lessee's Wind Down Obligations as soon as practicable.

iii. Force Majeure Completion. Upon Lessee's completion of all the Wind Down Activities, Lessee shall send a written notice to NPS and TNC of Lessee's completion ("**Force Majeure Completion Notice**"), and that the Premises are ready for NPS inspection. NPS shall complete its inspection of the Premises within 3 business days of receipt of Lessee's Force Majeure Completion Notice.

1. If NPS Deems that Lessee has Completed its Wind Down Activities. If NPS deems that Lessee has completed its Wind Down Activities, then NPS shall provide a written copy of the NPS Final Completion Notice to Lessee and TNC no later than 2 business days from completion of its inspection.

2. If NPS Deems that Lessee has not Completed its Wind Down Activities. If NPS deems that Lessee has not completed its Wind Down Activities, then NPS shall provide a written notice detailing any deficiencies to Lessee and TNC ("**Force Majeure Deficiency Notice**") no later than 2 business days from completion of its inspection. In the event NPS provides a Force Majeure Deficiency Notice, then the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

iv. Lack of Lessee Notices. In the event Lessee fails to provide the Lessee Completion Notice, Cure Notice, Second Completion Notice, Force Majeure Completion Notice, or any other notices from Lessee which trigger NPS inspection obligations, the NPS shall have the right, but not the obligation, to waive the absent notices and conduct NPS's inspections to determine whether Lessee's Wind Down Activities have been completed. If NPS opts to make such inspections, then NPS's inspections and notices shall be governed by the timelines for NPS performance under the Section in this Agreement that is applicable to the current stage of the inspection process.

v. Agency Delays. In the event Lessee is unable to complete a Wind Down Activity due to an unreasonable delay of an approving government agency

(excluding NPS), the Parties shall meet and confer to determine a solution. If the Parties cannot agree on a written resolution by the Resolution Deadline, then NPS shall provide a Revised Deficiency Notice that details the agency caused delay and the Parties shall initiate the meet and confer process set forth in Section 25 of the Settlement Agreement.

vi. Government Shutdown. Any time constraints or deadlines on NPS in Sections 6 and 7 will be tolled by the number of days of the government shut down in the event of a government shutdown. NPS agrees to make reasonable efforts to have members of NPS staff that are responsible for carrying out this Agreement be designated as essential staff that are permitted to work during a government shutdown. If such NPS staff are able to work during a government shutdown, then there shall be no tolling of NPS time constraints or deadlines.

vii. Payment Agreement and TNC Inspection Option. If NPS fails to conduct any inspections under Section 7 after receiving a notice of Default under Section 11, the Parties agree that TNC shall have the right, but not the obligation, to rely on TNC's own inspection to determine whether Lessee's obligations to TNC have been met under this Payment Agreement (the "**TNC Inspection Option**"). If TNC exercises the TNC Inspection Option, then TNC shall provide written notice to NPS and Lessee and TNC shall make reasonable efforts to complete its inspection of the Premises within 15 business days of sending notice of TNC's exercise of its TNC Inspection Option. After completing its inspection, TNC shall provide written confirmation to Lessee and NPS of Lessee's completion or non-completion of the Lessee's obligations to TNC under this Agreement. TNC shall provide such written confirmation to Lessee and NPS no later than 10 business days from completion of its inspection.

8. **SETTLEMENT PAYMENT:** Lessee and TNC acknowledge and agree that NPS is not a party to the Payment Agreement and has no obligations thereunder whatsoever. NPS acknowledges and agrees that the Payment Agreement is a confidential document between TNC and Lessee and NPS has no rights to view the content of the Payment Agreement.

9. **LESSEE'S REPRESENTATIONS AND WARRANTIES ON MOVE OFF DATE:** As a condition of obtaining the Settlement Payment from TNC and obtaining the waivers in the Settlement Agreement from the NPS, Lessee agrees to execute the certificate attached hereto as **Exhibit 2** on the Move Off Date and deliver the certificate to NPS and TNC.

10. **ENVIRONMENTAL LIABILITIES REPRESENTATIONS AND WARRANTIES:**

a. To facilitate the allocation of environmental liabilities related to the Premises, NPS agreed to contract for a Phase 1 Environmental Assessment ("**Report**") for the Premises.

As part of the Phase 1 process, Lessee was interviewed by and provided documentation to NPS's contractor related to actual or potential releases, discharges or disposals of Hazardous Materials (as defined in Exhibit 2) in, on, under, or from the Premises.

b. The Parties received a copy of the Report dated October 8, 2024. The Report identified one (1) Recognized Environmental Conditions ("**RECs**") on the Premises.

c. Lessee represents and warrants that, during the interview for the Phase 1 Report and through any follow-up communications with NPS or NPS's contractor, Lessee disclosed all information known to Lessee regarding the presence of Hazardous Materials in, on, or under the Premises; that Lessee reviewed and commented on the draft Phase 1 Report; and that the portions of the Phase 1 Report that relate to Lessee's activities on the Premises are fair and accurate to the best of Lessee's knowledge.

d. NPS represents and warrants that it reviewed and commented on the draft Phase 1 Report.

e. NPS and Lessee each had the opportunity to conduct further investigations on the Premises, and each decided not to conduct such testing prior to entering into this Agreement.

f. NPS and Lessee have reached an agreement on the allocation of responsibilities for the RECs. Any cleanup and remediation tasks assigned to Lessee are identified in **Exhibit 1**.

g. The Parties agree that TNC does not assume any liability for a REC, or other environmental liability under this Agreement. The Parties further agree that TNC makes no representation or warranty regarding a REC, or other environmental liability under this Agreement.

11. **DEFAULT:** It shall be a default hereunder if any Party fails to perform any of its obligations hereunder and such failure continues for a period of 5 days after written notice from a non-defaulting Party specifying in reasonable detail the nature of the failure, provided that if there is a longer cure period that is expressly allowed by this Agreement then that longer cure period shall control. A Party shall not be in default hereunder if the Parties have not completed an applicable meet and confer process under this Agreement (including, where applicable, the process provided under Section 25 of the Settlement Agreement), or if a Party is in compliance with a mutually agreed a revision of such Party's obligation deadline (e.g. the Revised Schedule). If a Party does not cure within the applicable cure period and all applicable meet and confer obligations have been completed (including those meet and confer obligations under the Settlement Agreement), then a Party shall have the right to file an action to enforce its rights under this Agreement in a court of competent jurisdiction. In such action, the Parties may seek all available remedies, including without limitation specific performance, but excepting damages. In addition, if Lessee does not cure within the applicable cure period and meet and confer obligations have been completed (including those meet and confer obligations under the Settlement

Agreement), then TNC may elect to terminate TNC's participation and obligations under this Agreement without penalty. The Parties' remedies under this Agreement shall be in addition to, and not exclusive of, any remedies they may have under any other agreement, including without limitation the Settlement Agreement, the Payment Agreement, and the Lease Amendment.

12. **NOTICE:** Any certificate, notice, demand, request, consent or approval that any Party desires or is required to give to another Party under this Agreement will be in writing and will be sent to the following relevant addresses by the means included in this section:

If to TNC:

The Nature Conservancy
California Regional Office
830 S Street
Sacramento, CA 95811
Attn: Legal Department
Email: Notice_CALegal@tnc.org
Telephone: 916-449-2850
for courier purposes only

with a copy to:

The Nature Conservancy
California Regional Office
830 S Street
Sacramento, CA 95811
Attn: Michael Bell
Email: mbell@tnc.org
Telephone: 916-449-2850
for courier purposes only

If to NPS

Superintendent
Point Reyes National Seashore
1 Bear Valley Road
Point Reyes Station, CA 94956
(415) 464-5101
pore_superintendent@nps.gov

If to the Lessee:

Kevin Lunny
kevin@lunnypaving.com
(415) 246-4556

Nancy Lunny
nancy@lunnypaving.com

Email notice shall be required for every notice, request, or confirmation required under this Agreement. Written notices, requests, or confirmations may be sent by any of the following means, provided that an email copy is also sent contemporaneously: (i) by delivery in person, (ii) by certified U.S. mail, return receipt requested, postage prepaid, and (iii) by Federal Express or other reputable "overnight" delivery service, provided that next-business-day delivery is requested by the sender. Where email notice is expressly required under this Agreement and email services are not available due to technology or utility system outages, then any other means provided under this Section may be used. Telephone numbers are provided above for use in connection with "overnight" deliveries, not for giving notice by telephone. Notices delivered in person will be deemed effective immediately upon receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed given on the date deposited with the U.S. Postal Service. Notices sent by Federal Express or other reputable "overnight" delivery service will be deemed effective immediately upon receipt (or refusal of delivery or receipt). Notices sent by email will be effective on the date sent. Any party may, from time to time, by written notice to the other Parties, designate a different address or email address, which will be substituted for the relevant one(s) above specified.

13. **MISCELLANEOUS**:

a. Entire Agreement; Amendment. This Agreement may be modified or amended only by a written instrument signed by the Parties. It is further understood and agreed that no Party is relying upon any statement or representation, oral or written, not expressly embodied in this Agreement.

b. Headings. The headings of the various paragraphs of this Agreement are intended solely for reference purposes and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this Agreement.

c. Successors and Assigns. The terms and conditions of this Agreement will apply to and bind the heirs, executors, administrators, successors, related entities, and assigns of Lessee and will inure to the benefit of the successors and assigns of TNC. If two or more persons are named as Lessee, their obligations shall be joint and several.

d. Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but any number of which, taken together, shall be deemed to constitute one and the same instrument. Signed signature

pages of this Agreement may be transmitted by fax, by email, or by any other electronic means, and any such signature will have the same legal effect as an original signature.

e. Survival. Any portions of this Agreement which by the nature of their terms shall survive the expiration or termination, including but not limited to the covenants, indemnifications, representations, warranties, default provisions, limits on liability, and remedies set forth in this Agreement.

f. Validity. If any provision of this Agreement is held invalid, the other provisions will not be affected by such invalidity. Each Party acknowledges that it and its counsel have reviewed and revised this Agreement and that no rule of construction that ambiguities are to be resolved against the drafting party will be employed in the interpretation of this Agreement.

g. Calendar Day. Unless otherwise specified in this Agreement, all reference to "days" in this Agreement shall be to calendar days, and all references to "business days" shall mean days other than a Saturday, Sunday, legal holiday or other day on which national banks are not open for general business in the State of California. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

[Signature page follows]

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as NPS, Lessee, and TNC, have executed this Agreement by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date: 1/7/2025

Anne Altman, Superintendent
"LESSOR"

Date: 1/7/2025

Joe Lunny
"LESSEE"

Date: 1/7/2025

Kevin Lunny
"LESSEE"

Date: 1/7/2025

Nancy Lunny
"LESSEE"

Date: 1/7/2025

Brigid Lunny
"LESSEE"

Date: 1/7/2025

Patrick Lunny
"LESSEE"

Date: _____

Sean Lunny
"LESSEE"

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

Date: _____

Scott Morrison
Interim Director, California Business Unit

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IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as NPS, Lessee, and TNC, have executed this Agreement by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date: _____

_____
Anne Altman, Superintendent
"LESSOR"

Date: _____

_____
Joe Lunny
"LESSEE"

Date: _____

_____
Kevin Lunny
"LESSEE"

Date: _____

_____
Nancy Lunny
"LESSEE"

Date: _____

_____
Brigid Lunny
"LESSEE"

Date: _____

_____
Patrick Lunny
"LESSEE"

Date: 1-7-2025

DocuSigned by:
Sean Lunny
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Sean Lunny
"LESSEE"

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

Date: _____

_____
Scott Morrison
Interim Director, California Business Unit

IN WITNESS WHEREOF, the Superintendent, Point Reyes National Seashore, acting on behalf of the United States, in the exercise of the delegated authority from the Secretary, as NPS, Lessee, and TNC, have executed this Agreement by proper persons thereunto duly authorized.

THE UNITED STATES DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE

Date: _____

_____
Anne Altman, Superintendent
"LESSOR"

Date: _____

_____
Joe Lunny
"LESSEE"

Date: _____

_____
Kevin Lunny
"LESSEE"

Date: _____

_____
Nancy Lunny
"LESSEE"

Date: _____

_____
Brigid Lunny
"LESSEE"

Date: _____

_____
Patrick Lunny
"LESSEE"

Date: _____

_____
Sean Lunny
"LESSEE"

THE NATURE CONSERVANCY,
a District of Columbia nonprofit corporation

Date: 1/6/25

_____
Scott Morrison
Interim Director, California Business Unit

LESSEE'S REPRESENTATIONS AND WARRANTIES

ON MOVE OFF DATE

(Exhibit 2 to Wind Down Agreement for G Ranch)

1. Lessee, in connection with that certain Wind Down Agreement dated _____, entered into by Lessee, the National Park Service (NPS) and The Nature Conservancy (TNC), and in accordance with the terms of the Wind Down Agreement, does hereby represent and warrant to NPS and TNC the following as of _____ (the "**Move Off Date**"):

    a. Lessee has not become aware of any previously unknown or new information about any actual or potential release, discharge or disposal of Hazardous Materials in, on, under or from the Premises.

    b. Since October 8, 2024, Lessee has not conducted any activities or caused any conditions that have resulted in a release, discharge or disposal of Hazardous Materials in, on, under or from the Premises.

    c. Since October 8, 2024, there are no claims, actions, proceedings or investigations pending or, to Lessee's knowledge, threatened against Lessee by any governmental agency or governmental entity alleging that there is or has been a release, discharge or disposal of Hazardous Materials in, on, under or from the Premises.

    d. Since October 8, 2024, Lessee is not aware of any changes in the condition or status of the Recognized Environmental Conditions identified in the Phase 1 Environmental Assessment report for the Premises, except for the remedial work that Lessee conducted under the Wind Down Agreement for Recognized Environmental Condition one (1).

2. As used herein, the terms "Premises" and "Lessee" shall have the same meaning as in the Lease Amendment for the Premises. The term "Hazardous Materials" shall have the same meaning as in Agricultural Lease/Permit 8530-2600-5004.

IN WITNESS WHEREOF, Lessee has executed this document effective as of this ____ day of _____, (the "Effective Date").

Lessee:

Name: _____ Date of Execution: _____

Name: _____ Date of Execution: _____

Name: _____ Date of Execution: _____

Name: _____ Date of Execution: _____

Name: _____ Date of Execution: _____

Name: _____ Date of Execution: _____

Exhibit 1 to Wind Down Agreement for G Ranch

Lessee's Wind Down Tasks

1. MOVE OFF DATE
   a. The Move Off Date for G Ranch is 455 days from TNC fully funding escrow with the Settlement Payment (as defined in the Payment Agreement). TNC shall provide notice to NPS once escrow is fully funded with the Settlement Payment.

2. EFFECTIVE DATE

   a. The Effective Date of the Wind Down Agreement is the date of last signature to the Settlement Agreement by one of the "Parties to This Agreement" as that term is defined in the Settlement Agreement.

3. GENERAL CONDITIONS
   a. All capitalized terms in this Exhibit have the same meanings as in the Wind Down Agreement and Lease Amendment.
   b. This Exhibit identifies performance milestones and interim dates to encourage and support an orderly wind down of Lessee's operations in accordance with the Wind Down Agreement. Interim dates included in this Exhibit are targets agreed to by the Parties to show diligent progress toward completion of all actions by the Move Off Date.
   c. Lessee and NPS will meet within 30 days of the Effective Date of the Wind Down Agreement to discuss and agree upon the target dates for all actions listed below where a date has not already been included in this Exhibit.

4. REMOVAL OF LIVESTOCK AND OTHER ANIMALS

   a. Cattle: Dates for Lessee to remove all cattle from the Premises are:
      i. Target date for grazing cattle to be relocated from the Premises _____.
      ii. Lessee shall remove all cattle from the Premises by the Move Off Date.
   b. Other livestock:
      i. There are no other livestock authorized at G Ranch
   c. Other animals:
      i. Lessee shall remove all pets and other domestic animals from the Premises concurrent with move off from residential units.

ii. Lessee shall remove Guardian Animals from the Premises by the date on which livestock are removed.

5. REMOVAL OF PERSONAL PROPERTY FROM RESIDENTIAL BUILDINGS

a. Residential Structures: Lessee shall remove all furniture and Personal Property (including appliances) from the residential structures and shall leave all residential structures in a broom clean condition. Notwithstanding the foregoing, built in appliances (e.g. under-counter dishwashers, wall ovens, etc.) may remain in place at Lessee's option.
    i. Main Residence: 1 Stories, 1,638 SF
        1. Target date to vacate is _____.
    ii. Bunkhouse Residence: 1 story, 870 SF
        1. Target date to vacate is_____
    iii. Workers Residence: 1 story.
        1. This unit is vacant and cleaned out. Will remain vacant throughout the wind down period.
    iv. The NPS is willing to inspect residential units earlier than the dates above if notified by Lessee to confirm all residential move off obligations are complete.
b. Septic System:
    i. Lessee shall have all septic tanks pumped by the Move Off Date.

6. REMOVAL OF PERSONAL PROPERTY AND EQUIPMENT FROM NON-RESIDENTIAL BUILDINGS AND OUTSIDE AREAS

a. As outlined below, Lessee agrees to remove all equipment, materials, supplies, Personal Property and debris (collectively "Items") from the following buildings and from outside areas. The NPS and Lessee have agreed that these Items will be removed from the Premises by Lessee as part of Lessee's cleanup responsibilities.
b. Historic Buildings
    i. Grade A Dairy: ~1,500 SF.
        1. The target date for Lessee to remove all Items from the Grade A Dairy is _____.
    ii. Chicken House ~231 SF.
        1. The target date for Lessee to remove all Items from the Chicken House is _____.
    iii. Machine Shed: ~600 SF.
        1. The Machine Shed is partially collapsed. Lessee has removed all items from the building and no further actions concerning this building are required by Lessee.
c. Non-Historic Buildings

i. Equipment Shed, 2,800 SF
    1. The target date for Lessee to remove all Items from the Equipment Shed is _____.
ii. Horse Shelter ~ 400 SF
    1. The target date for Lessee to remove all Items from the Horse Shelter is _____.
iii. Other Garages and Sheds:
    1. The target date for Lessee to remove all Items from the various out buildings is _____.

d. Removal of Other Property from the Premises
    i. Lessee shall remove the portable structures and small storage sheds by the Move Off Date.
    ii. Lessee shall remove all exterior equipment and materials from the Premises identified at various locations within the ranch core.
    iii. All stanchions, corrals, pipe fencing outside of existing structures within the Ranch core may be removed from the premises for salvage or sale.

7. REMOVAL OF RESIDENTIAL TRAILERS/MOBILE HOMES

a. There are no mobile homes on the Premises.

8. REMOVAL OF OIL AND PETROLEUM PRODUCTS, HAZARDOUS MATERIALS AND CHEMICALS, USED OIL AND ALL STORAGE CONTAINERS

a. The Ranch is a registered in the EPA Enforcement and Compliance History Online (ECHO) database. No entries are identified in the EPA ECHO system according to the CalEPA Regulated Sites Portal. The facility reports storing fuel and waste generating oils.
b. Lessee will remove all oil and waste oil, and gasoline storage and dispensing tanks on the Premises by the Move Off Date. Items to be removed under this condition include all non-affixed items as well as above ground storage tanks and drums which were identified during the 2022 EBS survey.
    i. Two (2) empty aboveground storage tanks previously used for petroleum fuel storage. These tanks were removed from the Premises by Lessee in August 2024.
    ii. Motor oil in a 55-gallon container;
    iii. Diesel in a 55-gallon container stored in the Grade A Dairy;

c. Lessee will remove all containerized (intact or not intact) Hazardous Materials on the Premises. The 2022 EBS Survey identified that the primary locations where such Items were stored is the Grade A Dairy and Equipment Shed.

9. REMOVAL OF USED TIRES/NON-STRUCTURAL DEBRIS

a. No waste tires observed.
b. Lessee shall remove remaining ranch materials and debris from boneyard and storage areas behind the Equipment shed, between the ranch core and the winter feed area beyond the core, and remaining materials within the winter feed paddock area.
c. The Phase I Environmental Site Assessment identified the presence of a potential household waste dump at a location west of the winter feed paddock area as a Recognized Environmental Concern that may include structural and non-structural debris.
    i. This location is listed as REC 1 in the Phase I Report for G Ranch.
    ii. Lessee shall patrol and remove non-structural materials that are accessible and can be removed by hand.
    iii. Lessee shall notify NPS when this action is complete for a confirmation survey by NPS. This action may be completed at any time after Effective Date and by the Move Off Date.

10. RESTORATION OF THE PREMISES: Lessee's obligations to restore the Premises are as follows:

a. Livestock and Potable Water Systems:
    i. Lessee shall identify to the NPS in writing the location of all elements associated with the Livestock and Potable water systems within 30 days of the Effective Date.
    ii. Livestock water systems may be left in place at Lessee's option. Lessee shall identify components of the systems that they consider Personal Property and plan to remove. Systems that are left in place shall be left in a condition where they will not cause runoff or leak (e.g. valves to troughs turned off). How the water system is bypassed (e.g. at spring or other overflow points) must be documented to the NPS with item (i) above.
    iii. If the Lessee plans to remove the pumps or components associated with the water system, Lessee shall notify the NPS and cap incoming and outgoing lines to prevent contamination.
    iv. If the Lessee chooses to remove components of these systems, Lessee shall coordinate with the NPS regarding planned removal to ensure avoidance of sensitive resource areas.
b. Pasture Fences:
    i. Loose wire or broken wire (smooth and barbed wire) that is on the ground or disconnected from existing fence lines shall be removed from fenced areas of the Premises.

ii. If Lessee desires to remove fences (electric or non-electric fencing) that were installed with approval of the NPS, Lessee shall contact the NPS in writing and identify the fencing to be removed for NPS consideration. The NPS must approve in writing any fence removals before the removal may happen.
iii. Any electric fencing that remains must be disconnected from the grid by Lessee.
iv. For fencing that is removed, all components of those fences, including posts and H Braces, t-posts and wire, shall be removed by Lessee.

c. Corrals:
i. Lessees may remove all steel-pipe corral fencing and gates for salvage or reuse.
ii. If removed, the steel pipes shall be cut at the concrete level to minimize potential for injury.
iii. The NPS agrees to take on responsibility for removal of concrete associated with corrals.

d. Wells:
i. Lessee shall provide well location and operations information to NPS in writing within 30 days of the Effective Date.
ii. While well abandonment is not a requirement of the Wind Down Agreement, if Lessee wishes to remove the well pump, Lessee shall notify and coordinate with the NPS to ensure that the well is capped in a manner that it can be mothballed until the NPS makes final determination for use or disposal of the facility.

e. Removal of buildings.
i. Lessee will remove the Horse Shelter (~400 SF) from the Premises. The target date to remove the Horse Shelter is _____.
ii. For structures that will be removed by the Lessee,
1. The NPS agrees to assume responsibility for removal of concrete pads, foundations and footings.
2. The Lessee must salvage and remove from the park all above-ground building components and materials. All building members must be cut at the interface with concrete foundation or floor.

11. UTILITIES

a. Electric
i. Lessee shall provide the NPS with meter numbers and locations within 30 days of the Effective Date.
ii. NPS and Lessee will coordinate and determine which meters are discontinued and which meters will be transferred to NPS.
iii. For all meters that Lessee is to shut down, Lessee shall notify and coordinate power shut off by PG&E on or before the Move Off Date.

b. Propane
    i. Lessee shall identify the location of all propane tanks within 30 days of the Effective Date.
    ii. Lessee shall make arrangements with their 3rd party contractor to close out accounts and complete the removal of propane tanks or all unoccupied structures on the Move Off Date.
    iii. Lessee shall ensure that all tank lines are capped in a manner that will prevent hazards.
c. Water
    i. G Ranch is on ranch supplied water. Measures to address water are identified above.
d. Trash – NPS provides utility service for trash.
    i. Lessee shall not exceed regular capacity for trash pickup for the duration of the Wind Down Agreement.
    ii. Lessee is responsible for procuring larger debris bins for accumulation and disposal of materials from the Premises.
    iii. NPS billing for garbage service is typically conducted quarterly in arrears. A final bill for services through the Move Off Date will be issued on following the Move Off Date.
e. Locks, combinations and keys
    i. Lessee shall identify the location of all locks and security devices on the Premises within 30 days of the Effective Date.
    ii. On or by the Move Off Date, Lessee shall provide NPS with keys (or codes as appropriate) to all locks remaining on the Premises so that the NPS may access buildings, gates and structures.

12. ENVIRONMENTAL LIABILITIES AND ASSIGNMENT OF RESPONSIBILITY
    a. The Parties have reached the following agreement regarding the RECs identified in the October 8, 2024, Phase 1 Environmental Site Assessment (Report) for G Ranch. Lessee shall implement and complete the remediation tasks assigned to Lessee below on or before the Move Off Date.
        i. REC 1 - Site of former household dump.
            1. As identified in Section 9c., Lessee will patrol the area and remove non-structural materials that are accessible and can be removed by hand. Upon notification, NPS will conduct a confirmation survey and provide concurrence that this requirement is complete.
            2. Upon NPS review and approval, no further action would be required by the Lessee for REC 1.

COPY

Form 10-114
Rev. DEC. 99

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service

Special Use Permit

Name of Use Agricultural

Date Permit Reviewed 2004 12/06
Reviewed 20 __ ____
Reviewed 20 __ ____
Expires 2009 12/06

Long Term X
Short Term ___

Permit # AGR 8530-2600-5004
Region Park Type No. #

POINT REYES NATIONAL SEASHORE
Name of Area

Joe, Joan, Joseph III, Kevin & Robert Lunny of 17300 Sir Francis Drake Blvd., Inverness, CA 94937 (415) 669-1117
Name or Permittee Address Phone

is hereby authorized during the period from (Time 12:01 am day 07 Month 12, 2004), through (Time 11:59 pm day 6 Month 12, 2009), to use the following described land or facilities in the above named area:

1151 Acres of land and facilities on the former RCA Tract 02-166, as depicted on Exhibit A, Range Map.

For the purpose(s) of:
Grazing cattle based on a carrying capacity of 1080 AUM's (90 Animal Units) @ $7.00 per AUM, cultivation of no till silage on 190 acres, and residential use only in association with the operation of the beef cattle ranch.

The annual fee is $27,500.00. Billing of $6875.00 will occur on a quarterly basis.

Authorizing legislation or other authority (RE - DO-53): 16 U.S.C. Chapter 1 section 460bb

NEPA Compliance: CATEGORICALLY EXCLUDED ___ EA/FONSI ___ EIS ___ OTHER APPROVED PLANS ___

PERFORMANCE BOND: Required ___ Not Required X Amount $ 0.00

LIABILITY INSURANCE: Required X Not Required ___ Amount $500,000.00.

ISSUANCE of this permit is subject to the conditions on the reverse hereof and appended pages and when appropriate to the payment to the U.S. Dept. of the Interior, National Park Service of the sum of $137,500.00.

The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE Joseph A. Lunny 4/11/07
Signature Date

Authorizing Officer T Don Neubacher Don L. Neubacher 12/06/04
Signature Superintendent Date

Additional Authorizing Official _____
(if Required)

CONDITIONS OF THIS PERMIT

1. The Permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

2. Damages - The permitted shall pay the United States for any damage resulting from this use which would not reasonably be Inherent In the use which the permittee is authorized to make of the land described In this permit.

3. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company if the permit be for the benefit of such corporation.

4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(4)]

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. USE OF PREMISES

A. Permittee intends to use the Premises for: continuation of a beef cattle operation and the cultivation of silage on 190 acres. Permitter hereby approves this use and no changes to this designated use shall be permitted.

B. Permittee shall not engage in any activity that may be dangerous or harmful to persons, property, or the Park; that constitutes or results in waste or unreasonable annoyance (including, without limitation, signage, the use of loudspeakers or sound or light apparatus that could disturb park visitors outside the Premises); that in any manner causes or results in a nuisance; or that is of a nature that it involves a substantial hazard, such as the manufacture or use of explosives, chemicals or products that Permittee shall not engage in any activity that may be dangerous or harmful to persons, property may explode.

C. The Parties hereby acknowledge and agree that Permittee's covenant that the Premises shall be used as set forth in this Section "Use of the Premises", is material consideration for Permitter's agreement to enter into this Permit. The Parties further acknowledge and agree that any violation of said covenant shall constitute a Default under this Permit.

D. Permittee's use of the land is subject to the right of the NPS to establish trails, roads and other improvements and betterments over, upon, or through said premises and further to the use by travelers and others of such roads and trails as well as those already existing. The Permittee understands that occasional park visitors are authorized to walk or hike on the various pastures and fields included in this Permit even though no trail is formally established.

9. CONSTRUCTION OF IMPROVEMENTS OR ALTERATIONS

A. Permittee may only make those Improvements or Alterations to the Premises that relate to Permittee's use of the Premises as specified in Item 9, "Use of the Premises."

B. Premittee shall not undertake any Improvements or Alterations to the Premises (including temporary equipment of facilities) without the prior written approval of Permitter. Any Improvements or Alterations undertaken by Permittee shall be performed in a good and workmanlike manner and with materials of a quality and standard acceptable to Permitter. Permitttee shall also construct, install and maintain equipment and any construction facilities on the Premises in a safe and orderly manner.

C. Permittee shall not construct any Improvements or Alterations outside the boundaries of the Premises.

D. Permitter in its discretion is entitled to have on the Premises at any time during the construction of Improvements or Alterations an inspector or representative who shall be entitled to observe all aspects of the construction on the Premises.

10. WATER RIGHTS

Water rights will be perfected as deemed necessary by the Permitter in its own name for water developed or used in connection with this Permit. The Permittee shall furnish Permitter such information as is necessary for the perfection of such rights, including statutory fees, and information for the management and protection of the Park. Premittee shall not perfect water rights in its own name.

11. TREATMENT OF LIVESTOCK, MANAGEMENT OF REFUSE AND CARCASSES

Diseased, injured, or dying animals shall be treated promptly in accordance with customary veterinary practices. Dead animals and refuse shall be promptly removed from Point Reyes National Seashore and shall be disposed of in accordance with all Applicable Laws. Manure accumulating around feeding or watering stations shall be removed promptly and stored in accordance with Applicable Laws and so as not to contribute to water pollution or to create unsanitary or unsightly conditions. Manure may be stored for use as fertilizer provided that such storage and use is accomplished in accordance with Applicable Laws. Manure not stored in this manner shall be disposed of outside National Park Service boundaries in accordance with Applicable Laws.

12. PESTICIDE AND HERBICIDE USE

The National Park Service utilizes Integrated Pest Management ("IPM") to treat pest and vegetation problems. The goal of IPM is to use the least-toxic, effective methods of controlling pests and vegetation. Except for normal household purposes, Permittee shall not use any pesticides that do not comply with the IPM program. To this end, Permittee shall submit in writing to Permitter, a request for the use of pesticide(s) or herbicide(s) and shall not use any pesticide(s) or herbicide(s) until Permittee has received an express written authorization therefor from Permitter. Permittee shall manage, treat, generate, handle, store and dispose of all pesticides and herbicides in accordance with Applicable Laws, including reporting requirements.

13. FIRE PREVENTION AND SUPPRESSION

Permittee and its employees, agents, and contractors shall, in Permittee's use and occupancy of the Premises, take all reasonable precautions to prevent forest, brush, grass, and structural fires and shall, if safety permits, assist the Permitter in extinguishing such fires on the Premises.

14. EXCAVATION, SITE AND GROUND DISTRUBANCE

Except as provided in Item 17 (Range Management Practices and Cultivation), Permittee shall not cut, remove or alter any timber or any other landscape feature; conduct any mining or drilling operations; remove any sand, gravel or similar substances from the ground or watercourse; commit waste of any kind; or in any manner change the contour or condition of the Premises without the prior written approval of the Permitter. Except in emergencies, Permittee shall submit requests to conduct such activities in writing to the Permitter not less than sixty (60) days in advance of the proposed commencement date of any such activities.

If approval is granted, Permittee shall abide by all the terms and conditions of the approval, including provision pertaining to archaeological resources.

15. NONPOINT SOURCE POLLUTION AND SOIL EROSION

Potential sources of non-point source pollution associated with this Permit include soil erosion and animal waste. The Permittee shall comply with all Applicable Laws regarding non-point source pollution (including the protection of beneficial uses of waters as designated by the State of California). Further, Permittee's use and occupancy of the Premises shall be designed to minimize, to the greatest extent feasible, non-point source pollution within National Park Service boundaries or on adjacent lands.

16. ANIMAL UNITS

The annual, average stocking level of beef cattle on the range lands, including defined feed lots and High Impact Areas), is 90 Animal Units per year or 1080 AUMs. Spot counts to determine the actual number of Animal Units being grazed may be conducted periodically by Permitter. Permittee shall use Key Areas (**Exhibit D,** Grazing Standards and Monitoring Procedures) to monitor residual dry matter ("RDM"). Permitter will obtain RDM measurements in the fall months prior to winter rains. If the RDM measurement indicate that less than an average of 1200 pounds per acre of RDM is present, Permitter may impose adjustments in the stocking rates or other range management practices to improve range conditions as outlined in **Exhibit D**. The determination of whether or not overgrazing is occurring shall be made by Permitter and Permitter's decision shall be final.

17. TREE AND VEGETATION REMOVAL

The Permittee may not remove tree(s) or vegetation unless expressly approved in writing by the Permitter. ~~The Permittee shall provide specific plans to the Permitter for desired~~ tree(s) and vegetation removal during the annual meeting or in writing during the term of this Permit. Removal of exotic invasive vegetation such as thistles, trimming and vegetation removal around structures, mowing areas that have been approved, and silage harvesting (if expressly approved in the Permit) is permissible.

18. WILDLIFE PROTECTION

Wildlife is an integral part of the National Seashore and must be managed in accordance with NPS legislation, Code of Federal Regulations, and NPS Policies (NPS Management Policies 2001). Occasional damage to fences, ranching structures, and livestock forage can be expected on permitted lands. Permittee

should not engage in any activity that purposely causes harm or destroys any wildlife. On a case by case basis, the Permitter will evaluate incidences of depredation and choose a course of action. The nature of the course of action will be determined by extent and frequency of the damage, the wildlife species, and park-wide management objectives.

19. RANGE MANAGEMENT PRACTICES AND CULTIVATION

For the purposes of this Permit, Range Management Improvements ("RMI") include, without limitation, structural range improvements to facilitate proper grazing use and land treatment to manage vegetation or reduce erosion (such as reseeding and brush burning). Permittee shall not implement any RMI without the prior, express written approval of the Permitter. Permittee shall submit written requests for conducting RMI not less than thirty (30) days in advance of the proposed commencement date of proposed RMI. Notwithstanding the foregoing, Permittee is prohibited from conducting any brush burning. If Permittee believes that brush burning is necessary, Permittee shall submit a request therefore to Permitter and Permitter shall determine in its sole discretion whether to perform the requested brush burning.
The lands authorized for silage production are shown in Exhibit B and have been calculated at 190 acres. Prior to the harvest of silage, the Permittee will meet with the Permitter to determine the area to be harvested. It will be the responsibility of the Permittee to make this contact with the Permitter each year. Such silage may be produced only for cattle owned by Permittee as authorized under this permit unless prior written approval is given by the Permitter. No increase in the total number of acres cultivated for silage shall be allowed. All cultivation shall be conducted under the provisions of a locally-approved U.S, Department of Agriculture Natural Resource Conservation Service Plan.

20. INSURANCE

A. Permittee shall purchase the types and amounts of insurance described herein before the Commencement Date of this Permit unless otherwise specified. At the time such insurance coverage is purchased, Permittee shall provide Permitter with a statement of Permittee insurance describing the insurance coverage in effect and a Certificate of Insurance covering each policy in effect as evidence of compliance with this Permit. Permittee shall also provide the Permitter thirty (30) days advance written notice of any material change in the Permittee's insurance program hereunder. Permitter shall not be responsible for any omissions or inadequacies in insurance coverage or amounts in the event such coverage or amounts prove to be inadequate or otherwise insufficient for any reason whatsoever.

B. From time to time, as conditions in the insurance industry warrant, the Permitter reserves the right to revise the minimum insurance limits required in this Permit.

C. All insurance policies required by this Permit shall specify that the insurance company shall have no right of subrogation against the United States or its employees, or shall provide that the United States is named as an additional insured.

D. All insurance policies required herein shall contain a loss payable clause approved by the Permitter which requires insurance proceeds to be paid directly to the Permittee without requiring endorsement by the United States. Insurance proceeds covering any loss of the Premises but not used to replace such losses shall be promptly paid by Permittee to Permitter. The use of insurance proceeds for the repair, restoration or replacement of the Premises shall not give any ownership interest therein to Permittee.

E. Public Liability: The Permittee shall provide Comprehensive General Liability insurance against claims arising from or association with Permittee's use and occupancy of the Premises. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such use and

occupancy, but in any event, the limits of such insurance shall not be less than $1,000,000.00 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Permittee shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

F. Property Insurance: At a minimum, the Permittee shall be required to purchase Basic Form Actual Cash Value (replacement cost less depreciation) insurance coverage for all residences on the Premises. Within thirty days of issuance of the Permit, the Permittee shall be required to have the specified level of insurance in place. The Permittee shall, in the event of damage or destruction in whole or in part to the Premises, use all proceeds from the above described insurance policy to repair, restore, replace, or remove those buildings, betterments or improvements determined by the Permitter, in Permitter's sole discretion, to be necessary to satisfactorily discharge the Permittee's obligations under this Permit.

G. Permittee shall also obtain the following additional coverage:

Automobile Liability - To cover all owned, non-owned, and hired vehicles in the amount of $300,000.00.

Workers' Compensation - The amount shall be in accordance with that which is required by the State of California.

21. INDEMNITY

Permittee shall indemnify, defend, save and hold Permitter, its employees, successors, agents and assigns, harmless from and against, and reimburse Permitter for, any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgment and expenses incurred in connection with or arising in any way out of this Permit: the use of occupancy of the Premises by Permitttee or its officers, agents, employees, or contractors; the design, construction, maintenance, or condition of any Improvements or Alterations; or any accident or occurrence on the Premises or elsewhere arising out of the use or occupancy of the Premises by Permittee or its officers, agents, employees, or contractors. Permittee's obligations hereunder shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by NPS), even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against the United States.

Permitter agrees to cooperate, to the extent allowed by law, in the submission of claims pursuant to the Federal Tort Claims Act against the United States by third parties for personal injuries or property damage resulting from the negligent act or omission of any employee of the United States in the course of his or her employment.

This Item 19 shall survive any termination or revocation of this Permit. The provisions of Item 18 (Insurance) of this Permit shall not limit in any way Permittee's obligations under this Item (19).

22. PROPERTY INTEREST

Title to real property and improvements thereon, including any improvements or alterations constructed by Permittee, shall be and remain solely in Permitter.

23. RENTS, TAXES AND ASSESSMENTS

A. The annual rental rate for this Permit shall be established by Permitter in an appraisal of the Premises ("Appraisal") and such Appraisal shall be conducted in accordance with the Uniform Appraisal Standards for Federal Lands (version dated 1992).

B. The annual rent under this Permit is payable in advance on a semi-annual basis. Therefore, Permittee hereby agrees to pay fifty percent of the annual rate on or before June with the remaining fifty percent payable on or before December of each year during the Term.

C. Permittee shall pay the proper Agency, when and as the same become due and payable, all taxes, assessments, and similar charges which, at any time during the Term of this Permit, are levied or assessed against the Premises.

24. CYCLIC MAINTENANCE

A. Permittee shall perform all Cyclic Maintenance in accordance with the Provisions of this Permit and at Permittee's sole cost and expense. Permittee is responsible for the maintenance of all fences, buildings, corrals, and other improvements upon the Premises. All improvements and facilities used and occupied by Permittee shall at all times be protected and maintained in a safe, sanitary and sightly condition.

B. Specific maintenance requirements may be negotiated with Permittee each year as outlined in Item 24 (Annual Meeting). Cyclic Maintenance to be accomplished during the Term of this Permit includes, but is not limited to, the following:

1. Fences must be in good repair to ensure that cattle are confined at all times. Abandoned fences and other decrepit improvements shall be removed from the Premises and shall be disposed of outside the Park or as director by Permitter after review and approval by the NPS Historian.

2. Ranch service roads shall be maintained in a safe condition and no new roads or truck trails shall be established without prior written permission of the Permitter.

3. Existing water reservoirs shall be maintained in a safe and secure condition to prevent washouts and erosion and no new reservoirs shall be constructed or established without prior written approval of the Permitter.

4. Permittee shall maintain all water systems from the main line to the building(s) and outlying water spigots, water troughs, faucets, and stand pipes on the Premises. Permittee shall replace or repair any damage or loss of the water system within the Premises.

5. Permittee shall be responsible for removing slash buildup around fences or other facilities within the Premises so as to prevent fire and egress hazards. Permittee shall also be responsible for removing litter and trash from the Premises.

25. COMPLIANCE WITH APPLICABLE LAWS; NEPA; NHPA

A. General Compliance: As provided for in this permit, Permittee at its sole cost and expense shall promptly comply with all Applicable Laws. Permittee shall immediately notify Permitter of any notices received by or on behalf of Permittee regarding any alleged or actual violation(s) of or non-compliance with Applicable Laws. Permittee shall, at its sole cost and expense, promptly remediate or correct any violation(s) of Applicable Laws.

B. National Environmental Policy Act and National Historic Preservation Act: In order to preserve the historic appearance of certain ranch structures, the following additional compliance may be necessary. Where activities undertaken by Permittee require the preparation of compliance documents pursuant to the National Environmental Policy Act ("NEPA") or the National Historic Preservation Act ("NHPA") ("Compliance Activity"), Permittee shall supply all necessary information to Permitter and any Agency in a timely manner. If Permitter determines that the Compliance Activity is warranted, Permitter will prepare NEPA or NHPA documents as appropriate. Permittee shall not implement any aspect of the Compliance Activity until all applicable NEPA and NHPA requirements have been met.

26. ANNUAL MEETING

The Parties shall meet annually in November of each year during the Term of this Permit for the purposes of discussing and resolving issues of mutual concern and ensuring that Permittee is complying with the Provisions of this Permit. Any proposed changes or modifications to this Permit which are required in order to meet National Park Service requirement or objectives, including range management objectives, shall be discussed and negotiated at the Annual Meeting. If National Park Service requirements or objectives require prompt attention, the date for the Annual Meeting may be reasonably changed by Permitter.

27. PENALTY

At the option of the Permitter, Permitter may, in lieu of voiding and terminating this Permit, assess a penalty of $50.00 per day for any failure by Permittee to keep and perform any of the Provisions of this Permit. In such case, Permittee shall be given notice in writing of a grace period (of from one to thirty days) to remedy the situation before a penalty will be assessed. Payment of any penalty under this provision shall not excuse Permittee from curing the Default. This provision shall not be construed as preventing Permitter from issuing citations or initiating enforcement proceedings under Applicable Laws.

28. TERM

Six months prior to the Expiration Date of this Permit, this Permit, or a similar permit, may be offered to Permittee for an additional period. If a subsequent permit is not entered into prior to the Expiration Date, the Provisions of this Permit regarding Permittee's obligations to surrender and vacate the Premises shall apply. Notwithstanding the foregoing, Permitter shall have not obligation to offer a subsequent permit to Permittee if Permittee breaches any of the Provisions of this Permit or if Permittee terminates this Permit prior to its Expiration Date.

29. SURRENDER AND VACATE THE PREMISES, RESTORATION

Within 90 days of the Termination Date of this Permit, Permittee shall surrender and vacate the Premises, remove Permittee's Personal Property therefrom, and remove any Improvements or Alterations identified by Permitter. Subject to the approval of the Permitter, Permittee shall also restore the Premises to a condition at least equal to that existing at the time this Permit was entered into, normal wear and tear excepted. If Permittee does not remove Permittee's Personal Property, said Improvements or Alterations, then, at Permitter's option, these items shall either become the property of Permitter without compensation therefor, or Permitter may cause them to be removed and the Premises to be repaired at the expense of the Permittee, and no claim for damages against Permitter, its employees, agents or contractors shall be created or made on account of such removal or repair work.



EXHIBIT A

RANGE MAP

Exhibit A
Lunny Permit Area

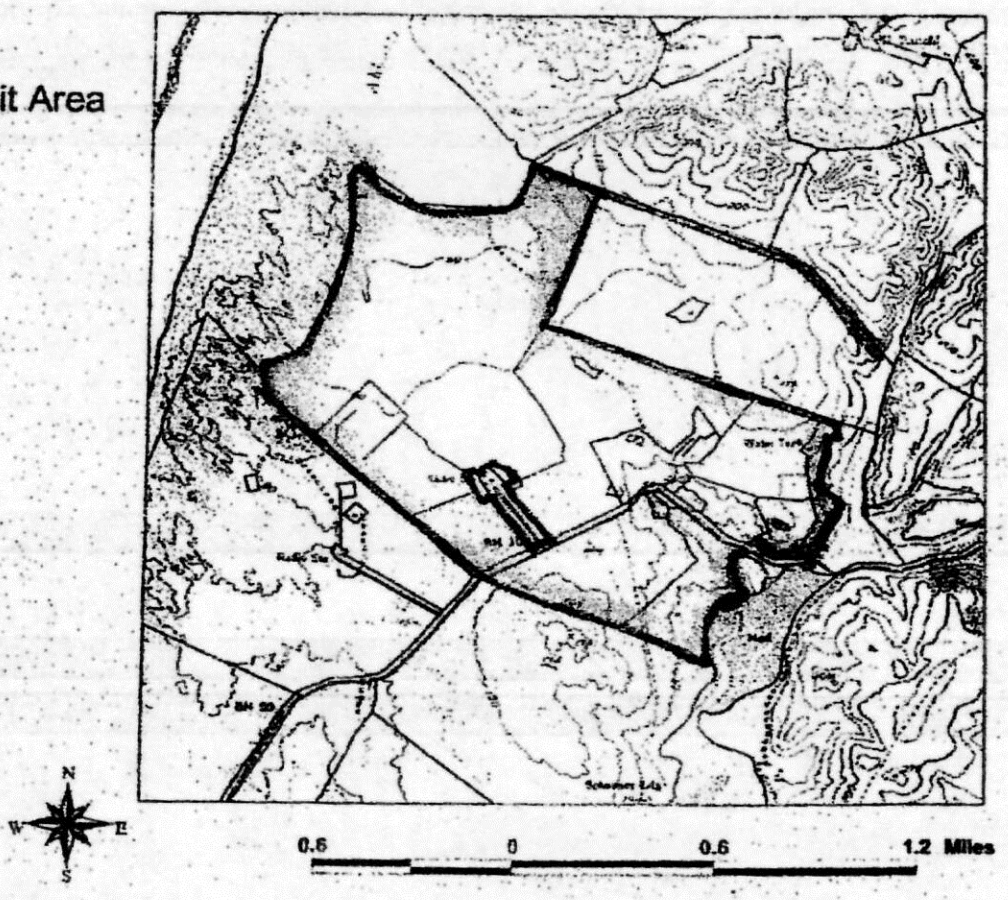


EXHIBIT B

SILAGE MAP

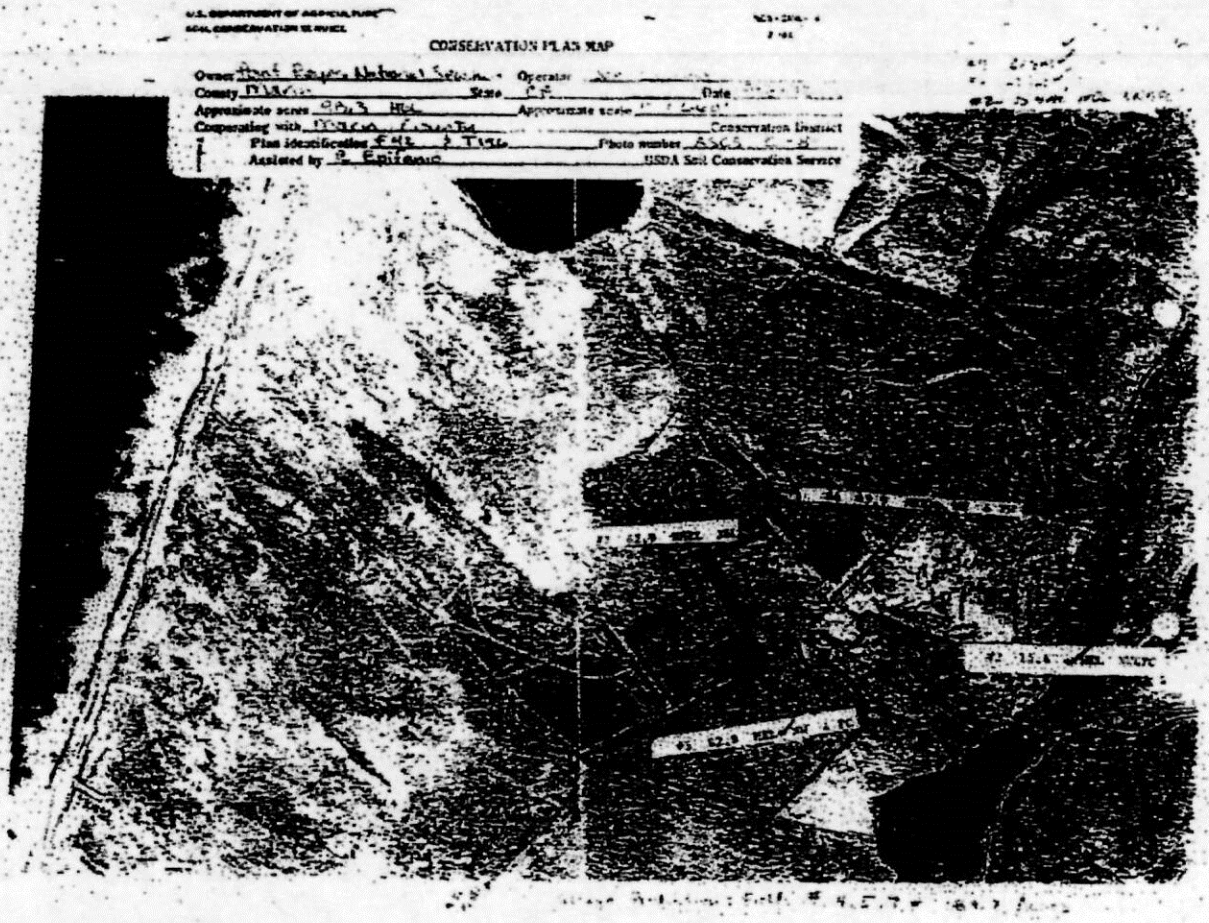


EXHIBIT C

STRUCTURES MAP

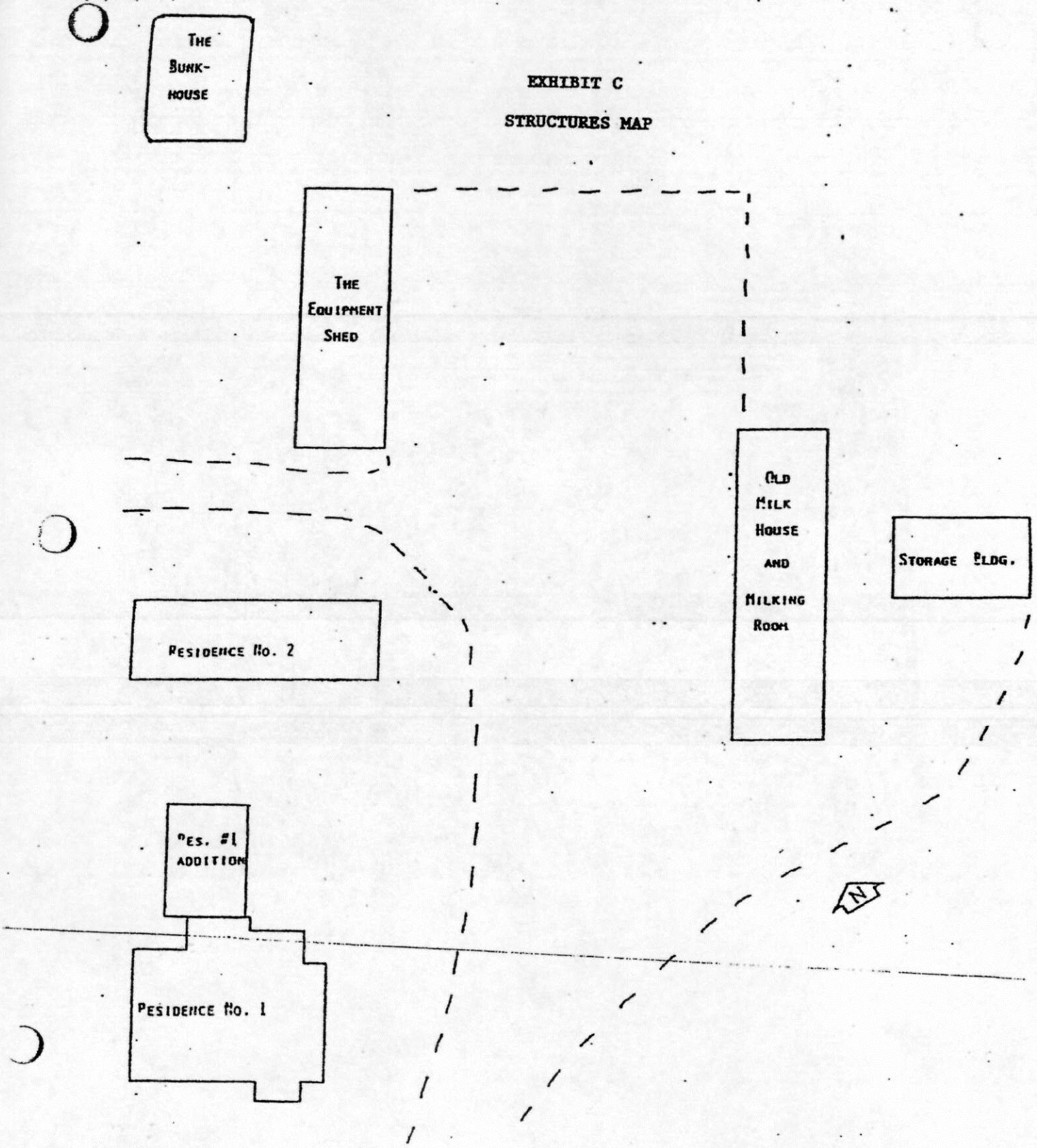


EXHIBIT D

GRAZING STANDARDS

A. Definitions

1. Proper Use:

Proper use is a range management term defined as "the degree of livestock utilization of the current year's range forage growth which, if continued, will achieve management objectives and maintain or improve the long term productivity of the site" (RISC Report 1983).

2. Residual Dry Matter:

Residual dry matter (RDM), sometimes called mulch residue, refers to the amount of forage plant material remaining on the range in the fall following spring and summer grazing. RDM consists of litter or dried plant material (either standing or on the ground) from the current season's growth. It does not include unpalatable forbs or weeds, woody plants, new green growth or dung. Research on California rangelands has shown the importance of RDM in protecting the soil from erosion, improving soil fertility, structure and infiltration rate, and in providing beneficial surface conditions for plant growth.

3. Key Areas:

A key area is approximately two (2) acres in size. It is a portion of a pasture that is selected as a monitoring point to evaluate the overall pasture conditions. Factors used in the selection of key grazing areas include:

Kind and class of grazing animal
a. Range site(s), representative slope, conditions and trend
b. Grazing system used of planned
c. Season of use
d. Pasture size
e. Location of fences and natural barriers, water supplies, salt and mineral block and feeding areas

Key areas have the following characteristics:

a. They consist of a single "range site" (a classification of land based on specific soil characteristics and potential natural plant community).
b. They are responsive to various management practices and reflect the results of current grazing practices.
c. They represent the average amount of use for the pasture.

Key areas are not located where livestock congregate such as around water and feed supplement facilities and loafing areas, nor are they located in little-used portions of pasture.

Ranchers will be invited to participate in the selection of key areas. Once selected, they will be identified on range maps and maps associated with Special Use Permit or Agricultural (Dairy and Beef Cattle) Use Permits.

B. Monitoring Procedures

Several procedures or techniques are needed to gather sufficient information to monitor both present range

condition and range trend over the long term. The three indicators which will be used to evaluate range conditions and trend on National Park Service lands are residual dry matter, species composition changes, and forage productivity.

1. Residual Dry Matter Standards and Procedures

Proper use of the mixed perennial/annual ranges in the Point Reyes area is best evaluated by measuring the amount of residual dry matter (RDM) at the end of the summer grazing period just prior to the fall rains.

RMD is important in that it improves surface conditions for plant growth by providing more organic matter in the top soil and by sheltering seedlings from the desiccating effects of sun and wind. Thus it provides a favorable micro-environment for early seedling growth and extends the season in which forage is available. RDM is also important in that it provides soil protection against erosion by reducing the impact of rain splash, slowing runoff and enhancing infiltration.

The RDM standard recommended by the Soil Conservation Service for Point Reyes and vicinity is 1200 pounds air dry weight per acre as an average for all grazed lands regardless of slope. Using 1200 pounds as an average will allow for areas of less than that amount, which will likely occur in very rocky or shallow soils and in areas where cattle tend to concentrate. In these areas 1000 pounds per acre is the minimum acceptable amount. Any pasture which has less than 1200 pounds per acres will need other areas with more than this amount in order to attain an overall RDM measurement of 1200 pounds per acre. High impact areas described in Section C are excluded from RMP requirements.

RDM will be measured in two types of surveys September 1 and October 15, just prior to the fall rainy season. Intensive RDM sampling is conducted on key areas using the "Double Sampling Weight Estimation Method" for measuring RDM (Wilm et al 1944). This statistically based method has been extensively field tested and is a standard range management technique for RDM measurement. The double sampling methods makes possible the monitoring of many range units during the few weeks of the year which are suitable for RDM measurement. The measured results in each key area are correlated with plant species cover data in evaluating the effects of grazing management on the range resource.

RDM mapping is conducted on all rangelands throughout the ranchlands. RDM is estimated over entire pastures in terms of broad classes or "zones of utilization". The zones are defined as "severe" (0-600 lb/acre); "heavy" (600-1200 lb./acre); "moderate" (1200-1800 lb./acre); and "light" (over 1800 lb./acre). The survey consists of walking through each pasture to the extent that all acreage can be viewed, and delineating the zones of field range maps in varying colors. The intensively sampled key areas are used as reference sites to aid in visual estimation of RDM zones. This method actually depicts livestock utilization patterns and identifies and quantifies overgrazed areas.

2. Plant Species Composition

Range condition refers to the "health" of vegetation and soil on a particular site in relation to its natural potential. It is evaluated on the basis of the kinds, proportions and amounts of plants and the soil features in a given area.

Line/point composition transects are one way of measuring the kinds and proportion of plants on a site. In this method, surveying tapes are laid out in a key area and individual plant species are identified and tallied at 400 random points located in relation to the tape. The resulting data is summarized in terms of the proportion of plant species present. In range management terminology this is referred to as "composition". The total percentage of plant cover, bare ground and litter is also summarized.

Plant composition transects are sampled in spring after seed heads have developed and grasses are readily identifiable. Transects will initially be read each year to determine if the plant community is table or changing. Changes in the proportion of desirable versus non-desirable forage species indicate whether the range condition is improving or declining in quality over a period of years. In range management terminology this is called monitoring range "trend."

3. Forage Productivity

Range condition and trend can also be evaluated by measuring forage productivity. Productivity can be defined as the weight, in pounds per acre, of palatable forage species. Productivity data supplements composition data by providing an index of plant vigor and an estimate of yield.

Forage productivity data may be used in two ways:

a. By comparing forage productivity data between pastures with similar soil characteristics, and estimate of range conditions can be obtained.

b. By comparing forage productivity data over many years (and adjusting for rainfall) a direction can be established indicating an improving or declining range trend.

C. High Impact Areas

The size and location of high impact areas allowed for each specific ranch unit shall be mutually agreed upon by the rancher and the National Park Service. Wherever possible, high impact areas will be restricted to level (less than 10% slope), well-drained areas, 200 feet from perennial streams or other bodies of water. Areas near main roads and other high visitor use zones will be avoided where possible.

It is recognized that a high degree of trampling and denudation of vegetation is unavoidable on these sites. Therefore, the "proper use" standards described above will not apply.

Examples include corrals and feedlots where livestock are confined for management purposes and permanent feeding and watering facilities.

D. Management Practices

Recommendations will be developed and implemented for any pastures, which fall below the minimum standard. For example, range conditions may reflect an unusually dry winter, and an average of range conditions over several years may be used to evaluate whether or not a reduction in animal units being grazed is necessary. Additionally, improvements in range condition may be made by changes in fencing or stock water facilities to obtain better distribution of animals. Other alternatives include changing the length of time or period of grazing, changing the type and class of livestock, or transferring animals from pastures to impact areas and increasing the supplemental feed.

EXHIBIT E

NO TILL SILAGE CROPPING STANDARDS

A. Silage Crop Residue Monitoring Procedures

Proper residue cover on silage fields is best evaluated following the final seeding in October or November and prior to seed germination.

Silage crop residue cover is important in that it protects the soil from extensive erosion during the vulnerable weeks prior to seeding establishment. In addition, the crop residue cover complements the cover of new growth in sheltering the soil during the critical erosion period from November to April. The residue particle matter reduces wind erosion, splash erosion, slows overland flow and increases infiltration of water. These positive effects are enhanced as the residue cover increases. In addition, surface residue enhances seed germination and seedling survival by sheltering the seedbed from wind and solar radiation which results in evaporative soil moisture loss.

In order to evaluate the impact that crop management techniques have upon cover, operators will need to provide crop treatment summaries to the Park Range Specialist. The type and number of treatments, such as cut stubble height, disc passes, disc depth, and number of animal days grazed, will be important components in projecting expected residue cover. Silage crop residue covers will be evaluated using the line transect methods as recommended by the Natural Resources Conservation Service (NRCS). Residue measurements will be collected from several sites within each silage field to get a representative sample.

Crop management will adhere to the Conservation Compliance Plan (CCP) provided for the Permittee by the Natural Resources Conservation Service and Farm Services Agency if one exists or to a Conservation Plan developed by the Park Range Specialist using NRCS guidelines. Buffer strips, when recommended, will be maintained at a 12-foot minimum width and will be located mid slope within the cultivated area as recommended in NRCS Practice Standard 194. Adjustments to cropping techniques will bee recommended based upon site treatments, soil type and cropping goals in order to raise residue levels up to Park standards.

B. Cropping Limitations and Guidelines

1. The zones where plowing is not permitted are as follows:

   a) Slopes over 20%.

   b) Any land within 200 feet of any bodies of water, marshes or sand dunes.

   c) Archaeological sites.

   d) Lands designated by the Natural Resources Conservation Service as "highly erodible lands (HEL)" unless a site-specific NRCS approved Conservation Compliance Plan is developed and followed.

2. The guidelines on cultivation methods and crops are as follows:

a) All cultivation within Point Reyes National Seashore and the Northern District of Point Reyes National Seashore will be conducted under the provisions of a Conservation Plan developed by the Park Range Specialist; or, an approved NRCS Conservation Compliance Plan if one is required under the provisions of the 1985 Food Security Act to maintain farmer eligibility in USDA programs.

b) Seedbed preparation such as ripping, discing, or harrowing will be done after August 20 or as directed by the Conservation Plan or Conservation Compliance Plan in order to minimize wind erosion.

c) Planting will be done just before the first rains of fall or by November 10, at the latest, so that the soil is left exposed for as short a period of time as possible. This will reduce wind erosion and allow a cover crop to establish itself before the heavy rains of winter can cause erosion by runoff.

d) A minimum post-plant cover of 20% average of the amount required by the Conservation Compliance Plan, whichever is greater, will be left on all fields in order to meet Park standards.

e) Minimum tillage will be used on all fields, no-till will be used whenever possible with seeding by range drill over the unplowed stubble and plowing only every second or third year where conditions permit.

f) All pesticide use on cultivated fields must be approved and reported as specified in the permit or reservation conditions.

g) Crops will be limited to silage and hay crops or permanent pasture reestablishment unless prior written approval is obtained from the Superintendent. Use of tall fescue, Harding grass and like cultivars of these grasses is prohibited. All seed utilized will be certified as 100% weed free.

h) The total number of cultivated acres will not exceed those stipulated in the Permit, no additional fields or acreage will be cultivated without the prior written approval of the Superintendent.

i) Fertilization rates, types, and locations will be stated in the Ranch Conservation Plan and updated whenever applications become subject to significant change.

ATTACHMENT

Grazing Plan

Lunny Ranch Grazing Plan - 04/01/07 through 12/04/07

	Lunny Ranch AUM's	Coast Guard AUM's	Rathmann AUM's	
Dec 06 - Mar 07	500	500		
April	147		100	
May	87		150	
June	77		150	
July	67		110	
August	57		110	
September	47		110	
October	37		110	
November	27	50	60	
Total AUM's	1046	550	900	

Notes:
This is a plan only - actual pasture conditions will dictate grazing practices.
No more than 1080 AUM will be utilized on the Lunny Ranch during this period.
It is expected that approximately 40 cows will be sold following Preg-check in May.
It is expected that two to three animals will be harvested per week from the Lunny Ranch throughout season
The Lunnys may decide to sell more animals than projected if no more rainfall is experienced this spring
The Lunnys may decide to keep some of the cattle on the Rathman pastures over winter.
This is basically the same rotation used in 2006.
Carrying capacity of grazing rotation is roughly: 1080 + 600 + 900 = 2580 AUM's/12 months = 215 AU average

ATTACHMENT

Silage Map

EXHIBIT B

U.S. DEPARTMENT OF AGRICULTURE
SOIL CONSERVATION SERVICE

CONSERVATION PLAN MAP

Owner Point Reyes National Seashore Operator Joe Lunny
County Marin State CA Date 9-8-92
Approximate acres 98.3 HEL Approximate scale 1" = 660'
Cooperating with Marin County Conservation District
Plan identification F42 & T196 Photo number ASCS C-8
Assisted by C Epifanio USDA Soil Conservation Service



Silage Production: Fields # 4, 5, 7 = 189.7 Ac

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Docket Information

Number of Documents in Docket : 69

Documents Dated from : 11-30-1967 to 01-07-2025

Docket Compiled: 10/21/2026