

MINUTES OF THE
WARNER RANCH COMMITTEE OF
VISTA IRRIGATION DISTRICT

June 11, 2024

A meeting of the Warner Ranch Committee of Vista Irrigation District was held on Thursday, June 11, 2024, at the offices of the District, 1391 Engineer Street, Vista, California.

1. CALL TO ORDER

Committee member MacKenzie called the meeting to order at 9:01 a.m.

2. ROLL CALL

Directors present: Miller and MacKenzie

Directors absent: None.

Staff present: Brett Hodgkiss, General Manager; Lesley Dobalian, Director of Water Resources; and Ranae Ogilvie, Board Secretary.

Other attendees: LaVonne Peck of the San Luis Rey Indian Water Authority (SLRIWA) and Stephanie Zehren of the SLRIWA was present on the teleconference line.

3. APPROVAL OF AGENDA

The agenda was approved as presented.

4. ORAL COMMUNICATIONS

No public comments were presented on items not appearing on the agenda.

5. LAND USE AGREEMENTS ON WARNER RANCH

See staff report attached hereto.

General Manager Brett Hodgkiss said that the District has 17 land use agreements for the use of portions of the Warner Ranch (Ranch) which generate annual income of approximately \$700,000, as described in the Land Use Agreements on Warner Ranch attachment. He reviewed a map (attached hereto as Exhibit A) that illustrated which areas on the Ranch were occupied by the various parties and their respective land use agreements. Mr. Hodgkiss noted that a majority of income (\$625,000) from these agreements is generated from cattle grazing, recreational uses and military training.

The Committee reviewed the Land Use Agreements on Warner Ranch attachment. Committee member MacKenzie requested that the current annual fee and adjustment description for the Recreational Concession Lease at the Lake Henshaw Resort, Inc. be changed to reflect the Board's prior decision to include an in-lieu rent rather than restaurant-generated revenues in the calculation of the adjusted gross receipts. Mr. Hodgkiss noted that the revenue generated by waterfowl hunting on Lake Henshaw is the only hunting revenue included in the calculation of adjusted gross receipts. The Committee received clarification on other licenses and leases.

Chair Miller inquired about method used to establish the valuation of grazing land. Mr. Hodgkiss

said that the license fee is generally based on a per-head count of cattle. Director of Water Resources Lesley Dobalian stated that the District had previously hired consultant to establish the sustainable grazing numbers but that the data had not been updated in recent years. Mr. Hodgkiss said that each grazing license fee is different based on a number of variables, including acreage, access to water, fencing, etc.

The Committee discussed possible future revenue generating opportunities for Warner Ranch, including land conservancy or mitigation bank. It was noted that the value of the land would need to be determined in order to know if other such opportunities would be feasible. Mr. Hodgkiss said that staff would do some preliminary research to explore what is involved in land valuation for various uses and come back to the Committee with a report at a future meeting.

6. GRAZING PROPOSAL ON WARNER RANCH

See staff report attached hereto.

Ms. Dobalian stated that Dan Lewis, a private individual, submitted an unsolicited grazing license proposal on June 19, 2024 for the property that is currently under a grazing license agreement with Hettinga on the Ranch. She reviewed recent communications with Mr. Lewis and noted that he had submitted a similar proposal to the Board in 2021 for the Mataguay Pasture grazing license. The Committee asked if the District had any issues with Hettinga at any point to which Ms. Dobalian replied that she was not aware of any issues and had not received any negative reports from staff at the Ranch who interact with Hettinga employees on a regular basis. The Committee reviewed Mr. Lewis's current proposal, noting that it was very vague and did not include any financial information. The Committee asked that staff contact Mr. Lewis and request that he submit a detailed proposal, including financial information, for the Committee's review.

At 10:12 a.m., the Committee took a brief break; the meeting resumed at 10:15 a.m.

7. HETTINGA GRAZING LICENSE

See staff report attached hereto.

The Committee reviewed the draft grazing license agreement between the Vista Irrigation District and Ellen Hettinga. Ms. Dobalian stated that Hein Hettinga had held year-to-year grazing leases/licenses with the District for many years until his recent passing and staff recommends that the District enter into a year-to-year grazing license with Hein Hettinga's spouse, Ellen Hettinga.

The Committee reviewed the agreement and concurred with staff's recommendation to enter into a new year-to-year grazing license agreement with Ellen Hettinga. The Committee requested that staff meet with Ellen Hettinga and the Hettinga family to access their long-term plans.

8. COYOTE PASTURE GRAZING LICENSE

See staff report attached hereto.

Ms. Dobalian stated that the proposed grazing license is for the Coyote Pasture of the Ranch, which is comprised of 570 acres of grazing land, and would be limited to 40 mature cattle. She said this pasture was part of Hettinga's grazing license prior to 2018, with no fencing or access to water, this pasture was not used for cattle grazing and was excluded from Hettinga's grazing license in 2018. Ms. Doablian said that Elmo and Katie Ostrander operate a ranch on private land adjacent to Coyote Pasture and have proposed to graze their cattle on Coyote Pasture, providing water from their own ranch. She said, in addition, Ostrandars would install 13,200 lineal feet of fencing along Camino San Ignacio as part of the grazing license. Ms. Dobalian stated the proposed annual license fee is \$3,000 annually for a ten-year period and takes into account that the District would benefit from the installed fencing.

Staff provided clarification about water provisions, fencing materials and fence locations; the Committee agreed that the installation of the fencing would benefit the District in the future. The Committee requested staff add to an annual adjustment to the license fee based on the Consumer Price Index and concurred with staff's recommendation to enter into a license agreement with Elmo and Katie Ostrander.

9. EAGLE ROCK SIGNAGE

See staff report attached hereto.

Ms. Dobalian reviewed the draft interpretive sign and the map attachments to the staff report. Mr. Hodgkiss said that the Pala Band of Mission Indians (Pala) has asked the District to review the proposed sign and locations and provide feedback. The Committee voiced their concerns about putting a sign on San Ignacio Road, stating that it would attract unwanted attention, possible vandalism and encourage people to trespass (on the Ranch) in search of Eagle Rock. Mr. Hodgkiss said that Pala also would like the proposed signage to be placed on the Pacific Coast Trail to inform hikers about the significance of Eagle Rock and encourage them to respect it. The Committee stated that it understands that Pala wants to educate the public about the scared site, the significance of Eagle Rock and the importance of preserving its natural features, and reiterated their concerns.

The Committee requested that staff continue discussions with Pala regarding the proposed sign (content and size) and locations and come back to the Committee once additional information is received.

10. COMMENTS BY COMMITTEE MEMBERS


None were presented.

11. COMMENTS BY GENERAL MANAGER

Mr. Hodgkiss thanked the Committee for their time.


12. ADJOURNMENT

There being no further business to come before the Committee, at 11:02 a.m. Committee Member MacKenzie adjourned the meeting.



Marty Miller, Chair

ATTEST:



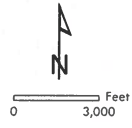
Ramae Ogilvie, Secretary
Board of Directors
VISTA IRRIGATION DISTRICT

Warner Ranch Leases and Licenses

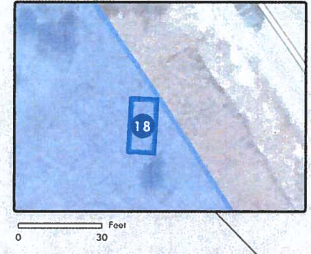
- Hettinga Grazing License
- Landscape Function Management License
- Taylor Grazing License
- Lake Henshaw Resort Recreational Lease
- My Country Club Hunting Lease (As Sub-Concessionaire to Lake Henshaw Resort)
- DoD Naval Remote Training Site Non-Exclusive License & Exclusive Lease
- Exclusive Premises

*S&S Seeds License premises is not displayed on this map. The premises consists of approximately 42,000 acres of that real property owned by the Vista Irrigation District generally referred to as the "Warner Ranch." Excepting therefrom:

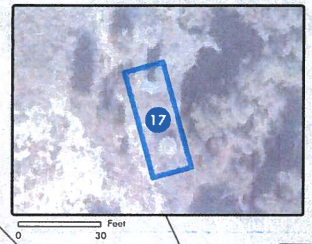
- A - That portion under exclusive lease to the US Government for the Remote Training Site.
- B - That portion under exclusive lease to the State of California for the Puerta La Cruz Honor Camp.
- C - Those portions in proximity to Henshaw Dam, VID employee residences and pasturage, and the facilities operated and maintained by Lake Henshaw Resort Inc. and
- D - Other miscellaneous portions reserved for exclusive use by Caltrans, the County of San Diego, SDG&E, VID, and other authorized users.



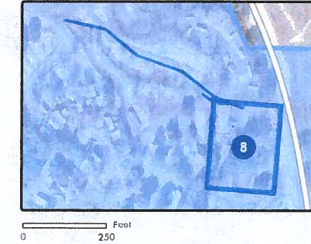
USFS GSOB Warning Sign License



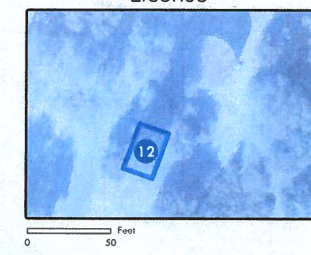
USGS Seismic Station License



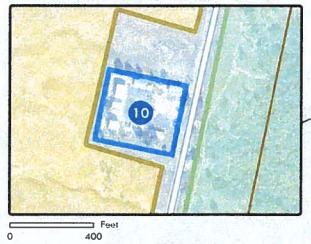
USFS Fire Station, Water Line, & Power Line Lease



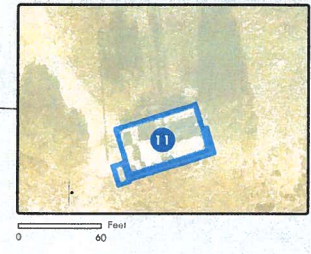
AT&T Telecommunications License



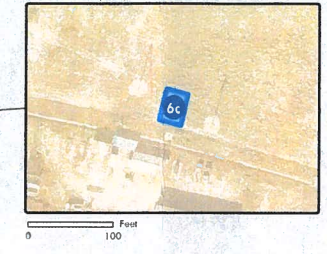
Caltrans Maintenance Station Lease



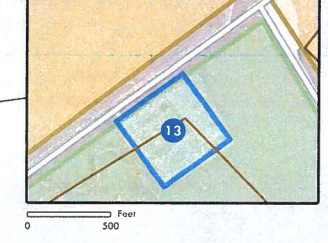
Puerta La Cruz Telecommunications License



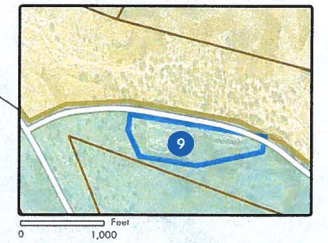
Navy Communications Equipment License



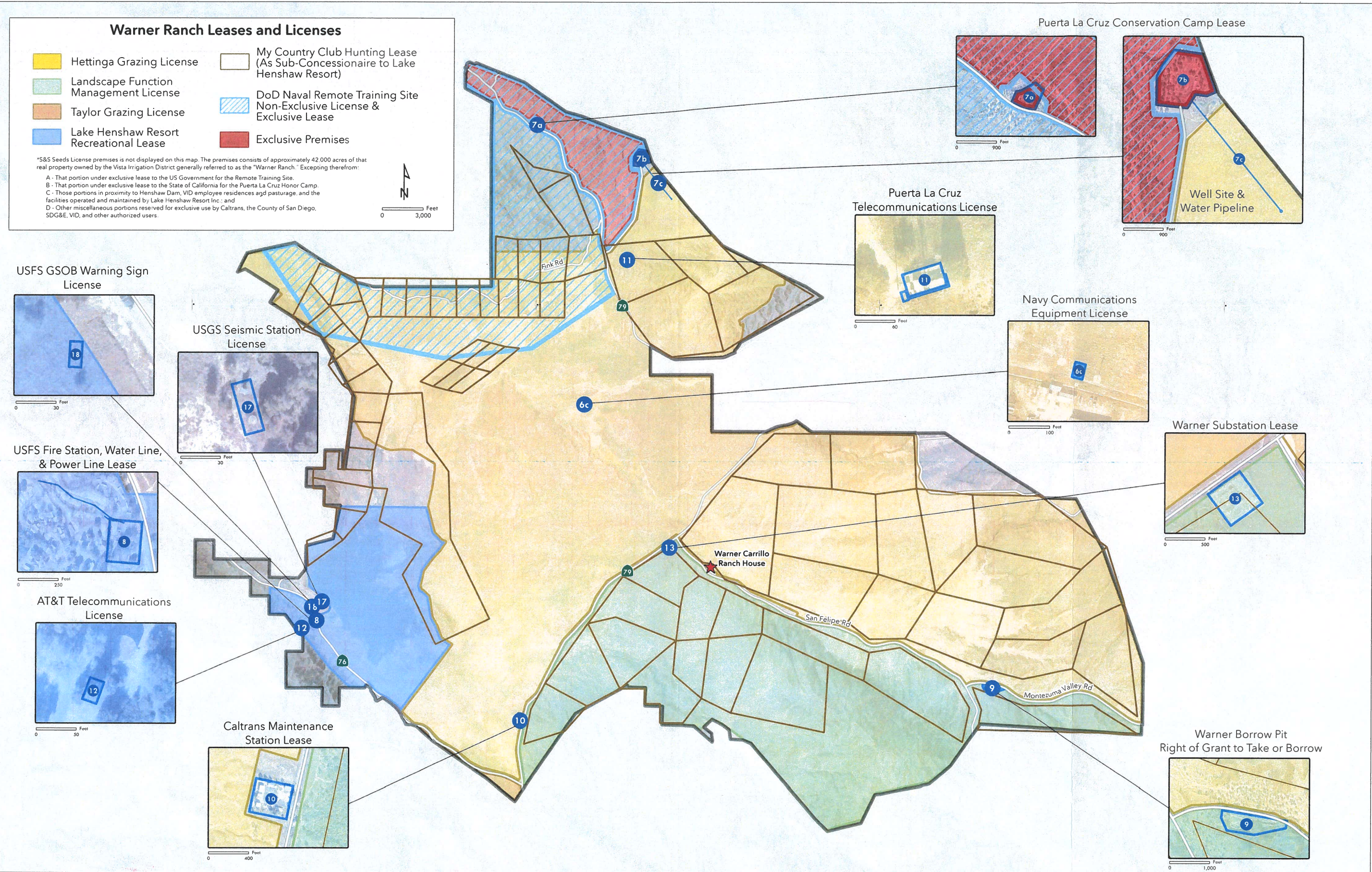
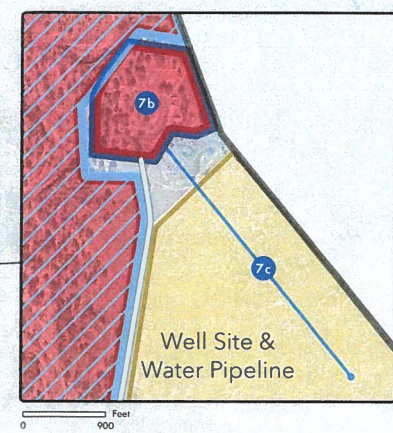
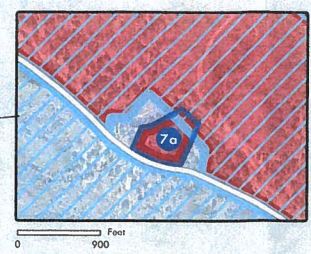
Warner Substation Lease



Warner Borrow Pit Right of Grant to Take or Borrow



Puerta La Cruz Conservation Camp Lease



DISCLAIMER: The Vista Irrigation District makes no representation or warranties regarding the accuracy of this map nor the data from which the map was derived. The Vista Irrigation District shall not be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.



WARNER RANCH

COMMITTEE REPORT

Agenda Item: 5

Meeting Date:

July 11, 2024

Prepared By:

Brett Hodgkiss

SUBJECT: LAND USE AGREEMENTS ON WARNER RANCH

RECOMMENDATION: Informational report regarding various land use agreements on the Warner Ranch.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: Total annual income from existing land use agreements on Warner Ranch is about \$700,000.

SUMMARY: There are currently 17 land use agreements between the District and various parties for the use of portions of the Warner Ranch, primarily in the form of leases and licenses; 89% (or about \$625,000) of the income from these agreements is generated from cattle grazing, recreational uses and military training. Other land uses include wireless telecommunications (cell towers), governmental uses (conservation camp, fire station, maintenance yard and borrow pit), operation of the Warner Carrillo Ranch House and other miscellaneous agreements.

DETAILED REPORT: A listing of all the land use agreements (excluding easements) on the Warner Ranch is attached for reference.

ATTACHMENT: Land Use Agreements on Warner Ranch.

Land Use Agreements on Warner Ranch

July 2024

Descriptions of leases, licenses and other agreements on the Warner Ranch are organized as follows:

Recreational Leases/Licenses

	<u>Expiration Date</u>
1. Recreational Concession	12/31/2032
2. Hunting Sub-concession	12/31/2032

Grazing Leases/Licenses

3. Hettinga Grazing License	Year to Year
4. Mataguay Grazing License	Year to Year
5. Taylor Grazing License	6/30/2025

Government Leases/Licenses

6. Remote Training Site Warner Springs	Year to Year
7. Puerta La Cruz Conservation Camp	12/31/2037
8. Henshaw Fire Station	9/30/2025
9. Warner Borrow Pit	None
10. Caltrans Lake Henshaw Maintenance Station	9/30/2033

Other Commercial Leases/Licenses

11. Puerta La Cruz Telecommunications License	8/14/2024
12. Lake Henshaw Telecommunications License	7/8/2024
13. Warner Substation	9/30/2045
14. Seed Collection License	4/30/2025

Other Agreements

15. Warner Carrillo Ranch House	8/3/2031
16. Lake Henshaw Seismic Monitoring Station	1/9/2044
17. Goldspotted Oak Borer (GSOB) Warning Signage	None

Recreational Leases/Licenses

- Name:** Recreational Concession
Lessee/Licensee: Lake Henshaw Resort, Inc.
Date use commenced: 1920's
Term and Current agreement expiration date: 12/31/2032
Current annual fee and adjustment: Variable – formula tied to “Adjusted Gross Receipts”; in Fiscal Year 2023, the total Concession payment was \$53,342 (not including Hunting Sub-Concession, discussed below)
Premises: “Recreational Area” consists of about 3,400 acres, but Concessionaire has right of first refusal over any similar recreational use on the Warner Ranch (approximately 43,000 acres)
Use description: The primary operations of the Recreational Concession are categorized as follows:
 - Mobilehome park
 - Camp ground
 - Cabin rental
 - Fishing and boating on Lake Henshaw
 - General store
 - Restaurant
 - Public waterfowl hunting on Lake Henshaw
 - Hunting sub-concession on the Warner Ranch (described below)

2. **Name:** HuntingSub-concession
Lessee/Licensee: My Country Club, Inc., as a sub-concessionaire to Lake Henshaw Resort, Inc.
Date use commenced: 2007 (it is believed the District allowed hunting operations on the Warner Ranch before about 1980)
Term and Current agreement expiration date: 12/31/2032
Current annual fee and adjustment: Fiscal Year 2023 - \$87,811; Base Fee - \$80,000; “Put & Take of Game Birds” option - \$30,000; no adjustment
Premises: About 18,000 acres of defined hunting zones
Use description: Hunting activities outside the “Recreational Area” include: Spring turkey, fall deer, dove, quail, archery deer, and put & take game birds

Grazing Leases/Licenses

3. **Name:** Hettinga Grazing License
Lessee/Licensee: Hettinga
Date use commenced: Hettinga first held the grazing lease in 1990; the Warner Ranch has been continuously grazed since the 1800’s
Term and Current license expiration date: Year to Year
Current annual fee and adjustment: Fiscal Year 2023 - \$262,252; \$238,367 plus \$16.54/head/month over 1,200 head; CPI adjustment
Premises: About 26,400 acres
Use description: Grazing and pasturage of cattle; includes employee residence and barn
4. **Name:** Mataguay Pasture Grazing License
Licensee: Landscape Function Services
Date use commenced: 2008
Term and Current license expiration date: Year to Year; current license terminates December 2024.
Current annual fee and adjustment: Fiscal Year 2023 – \$38,661; \$11,918 plus 16.54/head/month over 60 head; CPI adjustment
Premises: About 8,100 acres, east of Hwy 79 & south of Hwy S-2 & S-22; the premises were part of the Hettinga Grazing Lease prior to 2008
Use description: Grazing and pasturage of cattle
5. **Name:** Taylor Grazing License
Licensee: Wayne Taylor and Sam Taylor
Date use commenced: 1976 or earlier
Term and Current license expiration date: 5 years; 6/30/2025
Current annual fee and adjustment: \$1,650/year; no adjustment
Premises: About 95 acres, south of Highway 76, west of Morretti’s junction
Use description: Grazing and pasturage of cattle

Government Leases/Licenses

6. **Name:** Remote Training Site Warner Springs
Lessee/Licensee: United States Department of the Navy
Date use commenced: 1970; expanded in 2010
Term and Current lease/license expiration date: Year to Year
Current annual fee and adjustment: Fiscal Year 2023: lease - \$66,318; license – \$115,410; CPI adjustment
Premises: Lease – 1,198 acres (exclusive use); License – 4,307 acres (joint use)
Use description: Operation of the Navy SERE school (Survival, Evasion, Resistance, Escape) for personnel at high risk of capture; military exercises; regular environmental studies and impacts assessment

7. **Name:** Puerta La Cruz Conservation Camp
Lessee: California Department of Forestry and Fire Prevention (CALFIRE)
Date use commenced: 1957
Term and Current lease expiration date: 20 years; 12/31/2037
Current annual fee and adjustment: \$14,400/year 1/1/2018 through 12/31/27; \$18,720/year 1/1/28 through 12/31/37
Premises: About 30.8 acres at north end of Linton Road (camp site), plus about 6.5 acres adjacent to Highway 79, north of Linton Road (guard residence site)
Use description: Conservation Camp for the purpose of housing and training approximately 120 inmates in wildland fire suppression activities
8. **Name:** Henshaw Fire Station
Lessee: United States Forest Service
Date use commenced: Circa 1930's
Term and Current lease expiration date: 10 years; 9/30/2025
Current annual fee and adjustment: \$500; no adjustment
Premises: About 1.3 acres
Use description: Operation of the Henshaw Fire Station; fire suppression activity an additional consideration for lease
9. **Name:** Warner Borrow Pit
Party: County of San Diego
Date use commenced: 1963
Term and Current agreement expiration date: Termination upon six months notice (indefinite term)
Current annual fee and adjustment: Fiscal Year 2023 - \$283 (variable); royalty based on cubic yards of material used; royalty escalates 5% after every 5 years
Premises: About 16.1 acres adjacent to Highway S-22 (Montezuma Valley Road)
Use description: Excavation of decomposed granite for use in highway maintenance
10. **Name:** Caltrans Lake Henshaw Maintenance Station
Lessee: California Department of Transportation (Caltrans)
Date use commenced: 1934
Term and Current lease expiration date: 99 years; 9/30/2033
Current annual fee and adjustment: \$1 for entire 99-year period
Premises: About 2.9 acres
Use description: Highway maintenance yard; employee residences not used

Other Commercial Leases/Licenses

11. **Name:** Puerta La Cruz Telecommunications License
Licensee: Crown Castle Towers, LLC
Date use commenced: License 2007; in service 2010
Term and Current license expiration date: 10 years + two 5-year options; 8/14/2024 (end of first five year option)
Current annual fee and adjustment: Fiscal Year 2023 - \$29,840; 3.5% per year escalation
Premises: 36' x 61' plus access off of Linton Road
Use description: Cellular telecommunications tower and equipment

12. **Name:** Lake Henshaw Telecommunications License
Licensee: New Cingular Wireless LLC (AT&T)
Date use commenced: License 2014; in construction 2017
Term and Current license expiration date: 5 years + three 5-year options; 7/8/2024 (end of first five year option)
Current annual fee and adjustment: Fiscal Year 2023 - \$60,488; CPI adjustment with 3% floor and 6% ceiling
Premises: 22' x 30' plus access through Lake Henshaw Resort from Highway 76
Use description: cellular telecommunications tower and equipment
13. **Name:** Warner Substation
Lessee: San Diego Gas & Electric Company (SDG&E)
Date use commenced: 1949
Term and Current lease expiration date: 46 years; 9/30/2045
Current annual fee and adjustment: Fiscal Year 2023 - \$17,375; CPI adjustment
Premises: About 5.7 acres near junction of Hwy 79 & S-2
Use description: Electrical substation
14. **Name:** Seed Collection License
Licensee: Noll Seeds, Inc.
Date use commenced: 2006
Term and Current license expiration date: 4/30/25
Current annual fee and adjustment: Fiscal Year 2023 - \$7,122 (variable); 10% of fair market value of seed collected with a minimum of \$1,000 per year; no adjustment
Premises: 42,000 acre Warner Ranch
Use description: Catalog, collect and harvest seeds of plants on Warner

Ranch Other Agreements

15. **Name:** Warner Carrillo Ranch House
Party: Save Our Heritage Organization
Date use commenced: Operating Agreement 2011; operation 2012
Term and Current operating agreement expiration date: 20 years + 10 year extension; 8/3/2031
Current annual fee and adjustment: VID contributes \$12,000 per year towards operation and maintenance expenses
Premises: "Grounds" comprise historic ranch house and barn, and new restroom facilities
Use description: House museum with weekend hours
16. **Name:** Lake Henshaw Seismic Monitoring Station
Party: United States Geological Survey
Date use commenced: 2014
Term and Current site access agreement expiration date: 30 years; 1/9/2044
Current annual fee and adjustment: No fee
Premises: About 40' x 15', on hill southeast of Dam 3
Use description: Vault with seismometer, and panels for GPS and radio equipment
17. **Name:** Goldspotted Oak Borer (GSOB) Warning Signage
Licensee: United States Forest Service (USFS)
Date use commenced: 2015
Term and Current license expiration date: Continue until terminated
Current annual fee and adjustment: No fee
Premises: About 10' x 20', adjacent to Highway 76, southeast of intersection with East Grade Road
Use description: Public information sign



WARNER RANCH

COMMITTEE REPORT

Agenda Item: 6

Meeting Date:

July 11, 2024

Prepared By:

Lesley Dobalian

Approved By:

Brett Hodgkiss

SUBJECT: GRAZING PROPOSAL ON WARNER RANCH

RECOMMENDATION: Consider an unsolicited proposal from a private party, Dan Lewis, for obtaining a grazing agreement in competition with the Hettinga grazing license at the Warner Ranch.

PRIOR BOARD ACTION: At its August 18, 2021 meeting, the Board considered an unsolicited proposal from a private party, Dan Lewis, in competition for an existing grazing license with Landscape Function Management, LCC, on the Mataguay pastures of the Warner Ranch. The Board decided to continue the existing grazing license.

FISCAL IMPACT: Unknown.

SUMMARY: Mr. Lewis has been interested in obtaining a grazing license on Warner Ranch for several years and has had multiple related conversations with District staff. At its April 29, 2021 meeting, the Warner Ranch Committee (Committee) discussed Mr. Lewis' proposal for the Mataguay pasture. His proposal was brought before the Board for consideration at its August 18, 2021 meeting, and the Board declined to reassign the existing license to Mr. Lewis. He is now requesting that the Board consider his proposal for the Hettinga grazing license.

DETAILED REPORT: Mr. Lewis reached out to District staff several times in May and June 2024 about his interest in grazing cattle on the Warner Ranch. At the June 19, 2024 Board meeting, Mr. Lewis provided a letter to District staff and the Board president with his proposal, *Offer to Vista Irrigation District*. The letter discusses his interest in obtaining grazing and hunting rights at Warner Ranch and associated benefits to the District.

District staff reached out to Mr. Lewis to discuss and receive clarification on his request. Staff explained to Mr. Lewis that the District is not presently soliciting bids for grazing licenses; should the District release a future request for proposals for grazing at Warner Ranch, Mr. Lewis would have an opportunity to submit a proposal along with all other interested parties. Staff also explained that the District has an agreement that conveys exclusive hunting and fishing rights to a concessionaire, which expires on December 31, 2032.

Staff spoke with Mr. Lewis on June 25, 2024 to discuss his proposal; based on that conversation, staff has determined that Mr. Lewis's interest is in obtaining the Hettinga grazing license. Mr. Lewis believes that his ranching experience, grazing philosophy and economic inducements (unknown; proposed license fees not disclosed) provide a compelling and beneficial reason for the Board to consider his proposal for the Hettinga grazing license.

ATTACHMENT: Letter from Dan Lewis, *Offer to Vista Irrigation District*, dated June 19, 2024

Offer to Vista Irrigation District

Lease of Warner Ranch
Grass and Hunting Rights

- 1- We are willing to offer more money than what is currently being paid on the combination of Leases including the extra costs occurred in overgrazing.
- 2- The ranch has been overgrazed for more than 30 years, we will never overgraze.
- 3- We are willing to reseed pastures that need it, via discussion with VID.
- 4- We are willing to build new corrals at the expense of 100, or more.
- 5- We are willing to clean all trash and junk on the west side of Ranch house.
- 6- We are willing to clean all the downed barbed wire pastures east of Ranch house.
- 7- Mandate on electronic tracking ear tags: Government now will watch the grass and water of any said Ranch.
We will offer the exit ramp on this issue by not running any more than one hundred head of cattle, staying out of sight on any gov. over reach for at least the first year.
- 8- The Grass and Hunting leases go year to year to my knowledge. We are willing to pay 5 years up front within 2 months of having a signed contract.
- 9- I would personally like to see the board members come to observe the positive changes on the Ranch more than once a year.
- 10- We are also willing to restock the fish in Henshaw Lake, depending on when it was done last to help with the algae problem. Possibly avoiding the purposed pipe line around the lake.

In a combination of reseeding the pastures, removing the cattle preventing overgrazing, and restocking the lake with appropriate fish the algae problem should right itself in a Minimal time frame.

Dan Lewis 1-442-245-4346
Navarrocalfsales@gmail.com.

Included Co-Op members
June 19, 2024





WARNER RANCH

COMMITTEE REPORT

Agenda Item: 7

Meeting Date:

July 11, 2024

Prepared By:

Lesley Dobalian

Approved By:

Brett Hodgkiss

SUBJECT: HETTINGA GRAZING LICENSE

RECOMMENDATION: Consider request to enter into a new Grazing License Agreement with Ellen Hettinga.

PRIOR BOARD ACTION: At its January 18, 2006 meeting, the Board authorized the General Manager to execute a grazing lease with Hein Hettinga; the lease was amended on February 6, 2008 and December 8, 2010. At its October 18, 2017 meeting, the Board authorized the General Manager to execute a year to year Grazing License Agreement (License) with Hein Hettinga, which took effect on January 1, 2018.

FISCAL IMPACT: The current base fee amount is \$19,864 per month. The supplemental license fee is \$16.54 per "Animal Unit Month" (as defined in the license agreement) for the number of cattle over 1,200; the total amount derived from this fee varies from month-to-month based on the number of cattle being grazed above 1,200. Fee revenue generated by this license totaled just over \$276,000 in calendar year 2023.

SUMMARY: Hein Hettinga held long term grazing leases/licenses with the District and was a responsible and responsive licensee until his passing in late 2023. The District has been in communication with members of the Hettinga family who wish to continue operating under the terms of License with Hein Hettinga. The Hettinga family is requesting that the District enter into a new License with Ellen Hettinga, Hein's spouse, as an individual.

DETAILED REPORT: If approved, the term of the License would retroactively commence on October 8, 2023 and continue from year to year unless either party gives notification to modify or terminate the License in its entirety; either party may terminate the License with a 180 day written notice of intent to terminate the License. Part III, Special License Provisions, adds provisions specific to this License (e.g. Stock Water, Water and Sewer to Ranch House, Pest Control, etc.) to sections contained in Part II, General License Provisions. The Hettinga family and their staff have demonstrated stewardship and cooperation with the District during their long-term operations; therefore, staff recommends entering into a new License with Ellen Hettinga.

ATTACHMENT: Draft Grazing License Agreement

GRAZING LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into as of October 8, 2023 by and between the **VISTA IRRIGATION DISTRICT**, a political subdivision of the State of California organized under the Irrigation District Law, California Water Code Section 20500, et seq. (“VID”), and ~~HEIN-ELLEN~~ **HETTINGA**, an individual, as Licensee (“Licensee”).

PART I

FUNDAMENTAL LICENSE TERMS

1.1 License. VID hereby issues to Licensee a non-exclusive License to enter upon the following real property owned by VID, for the purpose or activity specified in Paragraph 1.1.2:

1.1.1 Licensed Property. Portions of the Warner Ranch consisting of the Rancho San Jose del Valle and Rancho Valle de San Jose, comprising approximately 24,600 acres, as described and shown on a map attached hereto as Part IV and incorporated herein by this reference (“Premises”).

1.1.2. Use of Premises. For and during the term of this License, Licensee shall use the Premises solely and exclusively for heifer replacement herd for dairies and grazing of feeder stock in times when there is excess grass.

1.2 Term. This License shall commence on ~~January 1, 2018~~ October 8, 2023 (“Commencement Date”) and shall continue from year to year unless either party gives notification to modify or terminate the License in its entirety pursuant to Paragraph 2.8.

1.3 Termination.

1.3.1 This License may be terminated by either party with a 180 day written notice of intent to terminate the License.

1.3.2 The Licensee may elect to terminate this License with 90 days written notice if, through no fault of its own, one-third or more of the Premises have been burned or otherwise made unusable for the purpose intended.

1.3.3 Licensee shall be in material default under the terms of this Agreement if Licensee fails to pay any amount due under this Agreement or fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by it and such default continues for 30 calendar days after such performance is due. If an event of default occurs under this Agreement, VID may, at its option, terminate this Agreement at any time thereafter by giving notice to the Licensee at least five business days before the termination is to be effective. If the Agreement is terminated under this provision, Licensee shall remove all its personal property from the Property within 20 calendar days. If such removal is not completed within the 20 days, VID may, at its option, take such measures as VID, in its sole discretion, deems necessary to accomplish such complete removal and the expenses therefor will be paid by Licensee within 10 days of demand.

1.4 License Consideration.

1.4.1 Initial and Base License Fee. Licensee shall pay to ~~the~~ VID an initial ~~annual~~ fee ~~(the “Base License Fee”)~~ for the use of the Premises in the amount of ~~\$187,200-\$69,833.52~~ for the period ~~October 8, 2023 from January 1, 2018~~ through December 31, ~~2018-2023~~. Licensee shall pay to VID an annual fee (the “Base License Fee”) beginning in January 1, 2024 through December 31, 2024 (“First Year”), payable in advance in monthly installments of ~~\$15,600~~ 19,863.94 for each and every month during the First Year, and indexed to the Consumer Price Index for all subsequent years as described below. ~~(\$15,600 is equivalent to 1,200 AUM @ \$13.00 per month.)~~ "AUM" shall mean the forage consumed by one mature animal unit (weighing 700 pounds or more) in one month, or “Animal Unit Month”. Any weaned animal weighing less than 700 pounds shall be considered one-half AUM. Commonly, a weaned calf shall be deemed one-half AUM until it reaches nine months of age, at which time and thereafter it shall be deemed a full AUM. A cow and her unweaned calves together shall be considered one AUM. Beginning with the second year (January 1, ~~2019-2025~~ through December 31, ~~2025-19~~) and for every subsequent year, the yearly Base License Fee (and supplemental license fee, as described below) shall be adjusted as indexed for inflation. The index shall be taken as the first half semiannual average (January through June) of the Consumer Price Index, All Urban Consumers, San Diego published by the United States Department of Labor, Bureau of Labor Statistics (“Index”). For the first year, the value of the Index is ~~358.515281561~~; subsequent base and supplemental license fees shall be adjusted by the percentage change in the value of the Index. In the event that the United States ceases to publish or maintain the Index, upon written notice to Licensee, VID shall use a similar index published by the United States or, if none is published by the United States, a similar index published by State of California or another governmental entity.

1.4.2 Supplemental License Fee. Any month when the AUM count on the Premises is over 1,200 AUM, a supplemental license fee of ~~\$13.00~~ 16.54 per AUM month (during the First Year) for each AUM over 1,200 shall be paid. All supplemental license fees shall be computed and paid monthly, with the base license fee. There shall be no deduction or offset against the base license fee when there are less than 1,200 AUM on the Premises in any month. Licensee shall furnish VID a written report of the AUM count for each month which shall accompany any supplemental license fee which may be due. Beginning January 1, ~~2019~~ 2025, this supplemental license fee shall be adjusted for inflation as described in Paragraph 1.4.1.

1.5 Notices and Payments. All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Part II (“General Provisions”), to VID at the address set forth in Part II, and to Licensee at the address set forth in this Part I.

1.6 Attachments. This License incorporates by reference the following Attachments to this License:

- Part I: Fundamental License Terms
- Part II: General License Provisions
- Part III: Special License Provisions
- Part IV: Premises

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1.7 Integration. This License represents the entire understanding of VID and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p>VISTA IRRIGATION DISTRICT</p> <p>By: _____</p> <p>Eldon Boone <u>Brett Hodgkiss</u> General Manager</p>	<p>Hein-Ellen Hettinga An Individual</p> <p>By: _____</p> <p>Name: Hein-Ellen <u>Hettinga</u></p> <p>Licensee Information:</p> <p>Address for Notices: Hein-Ellen <u>Hettinga Ranch</u> 2751 E Palo Verde Street <u>PO Box 51360</u> Yuma AZ 85365 <u>Irvine, CA 92619</u> Business Phone: (949) 725-0953 <u>(928) 726-2850</u> Mobile Phone: (760) 835-8543 <u>(949) 486-9686</u></p>
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PART II

GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

2.1.1 Timing of Payment. The payments to VID shall be made on or before the fifteenth day of each calendar month, and any payment or portion thereof made after that date shall be considered late. The Licensee shall pay to VID a late charge as set forth in Paragraph 2.2.1.

2.1.2 Transmittal of Payments. Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "VISTA IRRIGATION DISTRICT," and shall personally deliver or mail all payments without any notice or demand to VID at the address set forth in Paragraph 2.8.1 below. Licensee assumes all risk of loss or late payment if any payment is made by mail.

2.1.3 No Offsets. All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by VID of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by VID modifying this License or a waiver of VID's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and VID shall accept all checks and payments from Licensee without prejudice to VID's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Payment of License Fee

2.2.1 If any payment of any License Fee or any other sum due VID is not received by VID on or before the fifteenth day of each calendar month, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount shall become immediately due and payable to VID. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2 Licensee and VID hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that VID will incur by reason of Licensee's late payment.

2.2.3 Acceptance by VID of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

2.3.1 Conditions of Use. For and during the term of this License, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of VID.

2.3.1.2 Licensee shall not cause, permit or suffer any “hazardous material,” “hazardous waste” or “hazardous chemicals” as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by VID, to be brought upon, left, used or abandoned on the Premises.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 VID or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2 Utilities and Services. Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3 Permits and Approvals. Licensee shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License. No approval or consent given under this License by VID shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by VID, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance. Without limiting Licensee’s indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to VID, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than ~~A-~~ “A” and financial category VII or equivalent or as otherwise approved by VID.

2.4.1 Licensee shall take out and maintain minimum insurance. If the Licensee maintains broader coverage and/or higher limits than the minimums shown, VID requires and shall be entitled to the broader coverage and/or higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VID. Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance. Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the Vista Irrigation District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage."

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to VID), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

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(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2 Endorsements. The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to VID and contain the following separate endorsements:

(a) “The Vista Irrigation District, its officers, directors, employees, representatives and authorized volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the Vista Irrigation District. The coverage shall contain no special limitations on the scope of protection afforded to the Vista Irrigation District, its officers, directors, employees, representatives and volunteers.” The Vista Irrigation District, its officers, directors, employees, representatives and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Vista Irrigation District shall not be liable for the payment of premiums or assessments on this policy.” For any claims related to this License, the Licensee’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to VID, its officers, directors, employees, representatives and authorized volunteers. Any insurance or self-insurance maintained by VID, its directors, officers, employees, representatives and authorized volunteers shall be excess of the Licensee’s insurance and shall not contribute with it.

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Vista Irrigation District, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3 Evidence of Coverage. Licensee shall at the time of the execution of the License present to VID the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (at least as broad as ISO Form CG

~~20 10 10 01 Insurance Services Office Form CG 2026, or equivalent~~), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer's representative. All policies shall contain the Licensee's name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with VID. Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2.4.4 Review of Coverage. VID shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of VID, the insurance provisions in this License do not provide adequate protection for VID, VID shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. VID's requirements shall not be unreasonable, but shall be adequate in the sole opinion of VID to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter. VID reserves the right to require complete, certified copies of all required insurance policies, including Declaration and Endorsement pages.

2.4.5 Deductibles. Any and all deductibles must be declared and approved by VID prior to execution of this License.

2.4.6 License Contingent Upon Coverage. Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with VID.

2.5 Indemnification

2.5.1 VID not Liable. VID shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent, contractor or volunteer of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2 Indemnification. To the extent permitted by law, irrrespective of any insurance carried by Licensee for the benefit of VID, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify, defend at its own expense (with counsel acceptable to VID) and hold VID and, its officers, directors, employees, representatives and authorized volunteers harmless from and against any and all actions, claims, demands, judgments, attorneys' fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent, contractor or volunteer of Licensee) in any way arising

out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of VID, and/or acts for which ~~the~~ VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID. In connection therewith:

2.5.2.1 Licensee shall defend and hold VID ~~and~~, its officers, directors, employees, agents, representatives and volunteers, harmless from ~~and against~~ any and all Claims, whether caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of VID ~~or~~; its officers, employees, agents, or representatives; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or VID covering any Claim, and hold and save VID harmless therefrom, whether such Claim was caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID.

2.5.2.3 In the event ~~that~~ VID is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to VID any and all costs and expenses incurred by VID in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

2.6 Legal Relations and Responsibilities

2.6.1 Nature of Relationship. VID and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between VID and Licensee.

2.6.2 Compliance with Laws. Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, VID, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3 Assignment. The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of VID, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4 Acknowledgment of VID's Title. Licensee hereby acknowledges the title of VID in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist VID's title to the Premises.

2.6.5 Liens. Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify VID and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6 Possessory Interest Taxation. A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that VID shall have no responsibility therefor.

2.6.7 VID's Reservations

2.6.7.1 VID hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event that Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to VID. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.7.2 VID hereby reserves the right to sell, transfer, lease or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer, lease or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred, leased or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

2.6.7.3 VID reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the water supply of the watershed of Lake Henshaw, and any other work necessary to the functions or purposes of VID, upon any portion or all of the Premises at any time. Such work may be performed

without incurring any liability of any nature whatsoever to Licensee, and Licensee hereby releases VID from, and covenants not to sue VID for, any such liability. VID further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.7.4 Except as expressly provided herein, this License is not exclusive. The District reserves the right to enter into and maintain other agreements, licenses, leases, and conveyances with other parties on the Premises for uses that do not materially interfere with the operations of the Licensee. By execution of this License, Licensee agrees to cooperate with the District and the parties to the District's business relationships.

2.6.8 Waiver of Claims. As a material part of the consideration to VID under the License, Licensee hereby waives any and all claims that it may have against VID during the term of this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.9 Surrender of Possession. At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.10 Disposition of Abandoned Property. If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at VID's ~~opinion~~option, be deemed to have been abandoned and transferred to VID. VID shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and VID shall have no duty to account for such property. Licensee agrees to reimburse VID for any and all costs associated with VID transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.11 Premises "As-Is". Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by VID, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12 No Representation or Warranty Concerning Premises. Licensee acknowledges that neither VID, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.13 Disputes. In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should VID be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to VID its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.14 Security Measures. Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an "as-is" condition, and that the License Payments and other sums payable from Licensee to VID hereunder do not include the cost of security guard or any other security services or measures. Licensee further acknowledges that VID makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that VID shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.15 No Obligation to Third Parties. Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than VID and Licensee.

2.6.16 Waiver. Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.17 VID's Liability on Termination. Licensee hereby waives all damages or claims for damage that may be caused by any action of VID in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.7 Maintenance and Repair of Premises

2.7.1 Licensee's Obligation to Maintain Premises. Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of VID in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of VID and in compliance with all applicable laws.

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2.7.2 Licensee's Default of its Maintenance Duties. In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, VID shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to correct such default within ten (10) days of receipt of such written notice from VID, VID may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and overhead, plus an administrative fee in the amount of twenty-five percent (25%) of the sum of such costs, shall be paid by Licensee to VID within ten (10) days of Licensee's receipt of a statement of such costs from VID. Any such maintenance, repair or replacement by or on behalf of VID shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.8 Miscellaneous

2.8.1 Notices. Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to VID: VISTA IRRIGATION DISTRICT
1391 Engineer Street
Vista, CA 92081-8836
Attn: General Manager

If to Licensee: To such name and address set forth for Licensee in Part I of this License,

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to whom it was directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2 Warranty of Authority. Each officer of VID and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3 Headings. The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4 Time of Essence. Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5 Construction and Amendment. This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both VID and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6 Successors. Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, VID, Licensee, and their respective successors and assigns.

2.8.7 Re-Entry. No entry or re-entry into the Premises by VID shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by VID to Licensee. VID's entry into possession of the Premises without having elected to terminate shall not prevent VID from making such an election and giving Licensee notice thereof.

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2.8.8 Partial Invalidity. If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9 Further Assurances. Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10 Precedence. In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

[END GENERAL LICENSE PROVISIONS]

PART III

SPECIAL LICENSE PROVISIONS

3.1 Conditions of Use. The following are added to Paragraph 2.3.1 of this License, as additional conditions to the use of the Premises:

2.3.1.5 Licensee shall coordinate all activity on the Premises with VID's Water Resources Department.

2.3.1.6 No waste shall be permitted nor committed by Licensee and Licensee shall not overgraze or overstock the Premises. Licensee shall conduct all operations contemplated under this Agreement in accordance with good and accepted agronomic and environmental practices. Licensee shall comply with all written directives of the VID's Representative.

VID Representative may:

- a.) Determine the carrying capacity of the Premises from time to time and decide if cattle must be moved to other pastures or removed from the Premises to prevent overgrazing.
- b.) Approve the amount of supplemental feeding of animals upon the Premises proposed by Licensee when the carrying capacity of the Premises is exceeded, or, in the alternative, direct Licensee to remove from the Premises animals which might be in excess of the then existing carrying capacity of the Premises.
- c.) Identify practices that shall be amended or instituted in order to safeguard certain environmental or cultural resources on the Property.

2.3.1.7 Licensee shall not build any structures of any character upon the Premises.

3.2 Utilities and Services. The following is added to Paragraph 2.3.2 of this License:

2.3.2.1 Stock Water. VID shall provide sufficient water for Licensee's cattle, at no expense to Licensee, from existing wells and existing wellfield transmission facilities located on the premises. VID has installed storage tanks on the Warner Ranch as part of a stock water distribution system to be used in conjunction with cattle drinkers. VID shall maintain tanks it has installed as long as they provide beneficial use to the Licensee. When water is supplied from a pumped well, VID shall also maintain all lines into these tanks. When spring fed water is supplied, the Licensee shall maintain both the spring and all lines into the tanks. The locations of existing VID supplied tanks are as follows:

- a. Near Well #90 and downstream at the San Jose Corral drinkers;
- b. Near Well #75 and the "Big Corral";
- c. Near Well #13;
- d. Near Grammer Canyon;
- e. Near Well #80;
- f. KRC Tank near Highway 76 in East Lake Pasture; and
- g. Near Well #82 and the windmill.

Licensee, at no expense to VID, shall maintain all other lines from existing wells, existing wellfield transmission facilities, and stock water tanks to its drinkers. Licensee shall, at no expense to VID, maintain approximately thirty-six (36) developed stock water springs located on the leased premises. VID has no obligation to provide water under pressure for supplying stock water to Licensee. Licensee may utilize VID's pressures ~~which the~~that VID maintains to operate its water production system. Should Licensee need stock water at a pressure greater than those maintained by VID in its normal operation of its water production system, Licensee shall install, operate and pay for any additional pumps or equipment and all energy costs.

2.3.2.2 Water and Septic at Ranch House. VID shall maintain the water and septic facilities that are used in common for the historic Warner-Carrillo Ranch House and the house occupied by the Licensee, including the well, water tanks, pipelines, and septic system that serve both facilities. VID shall pay for the power used to pump water from the well.

3.3 Licensee's Obligation to Maintain Premises. The following is added to Paragraph 2.7.1 of this License:

2.7.1.1 Licensee shall, at no expense to VID, maintain in good repair all fences and corrals on the Premises, including all fences along highways, roads and all Warner Ranch exterior or perimeter fences. Should Licensee's operations result in cattle grazing along the perimeter of Warner Ranch where fences do not exist, Licensee shall, at no expense to VID, construct fences so as to confine its cattle to the Premises. Except as otherwise provided herein, Licensee shall keep and maintain all improvements on the Premises, including cattle-handling facilities, cattle-guards, barns, dwellings and other appurtenances, in good condition and repair. Licensee shall be responsible for all maintenance and repairs needed to the house and barn occupied by Licensee as part the cattle grazing operations.

2.7.1.2 Licensee acknowledges that it has examined and is fully familiar with the Premises and all improvements and accepts them in their present condition. Licensee will save and hold harmless VID from and against any and all claims for labor and materials (except where otherwise stated herein) in connection with the improvements, repair, or alterations made to or upon the Premises by Licensee and defend VID therefrom with counsel acceptable to VID.

2.7.1.3 Pest Control. Lessee shall carry on all of its operations hereunder in accordance with good husbandry and sound agronomic and environmental practices, including, but not limited to, pest eradication and control, but only to the extent reasonably necessitated by

use of the Premises permitted by this License and as required by VID's Representative-. Lessee shall, in all its operations under this License and at its expense, comply with all applicable laws, rules and regulations, including, but not limited to the California Occupational Safety and Health Act of 1973, as amended. Any chemicals, sprays, or materials used for any purpose must be approved by the VID's Representative for their compatibility with the District's water system operation.

3.4 Miscellaneous. The following is added to Paragraph 2.8. of this License:

2.8.11 Reports and Information. Upon request, Licensee shall furnish VID copies of all brand inspection reports covering all cattle shipped to or removed from the Premises. Licensee shall further afford VID full and complete access to books and records of Licensee at all reasonable times, or, in lieu thereof, furnish on demand, a statement, certified by a certified public accountant, covering Licensee's operations, including all expenses incurred insofar as the same relate to Licensee's utilization of the Premises.

Initial:

Licensee

VID

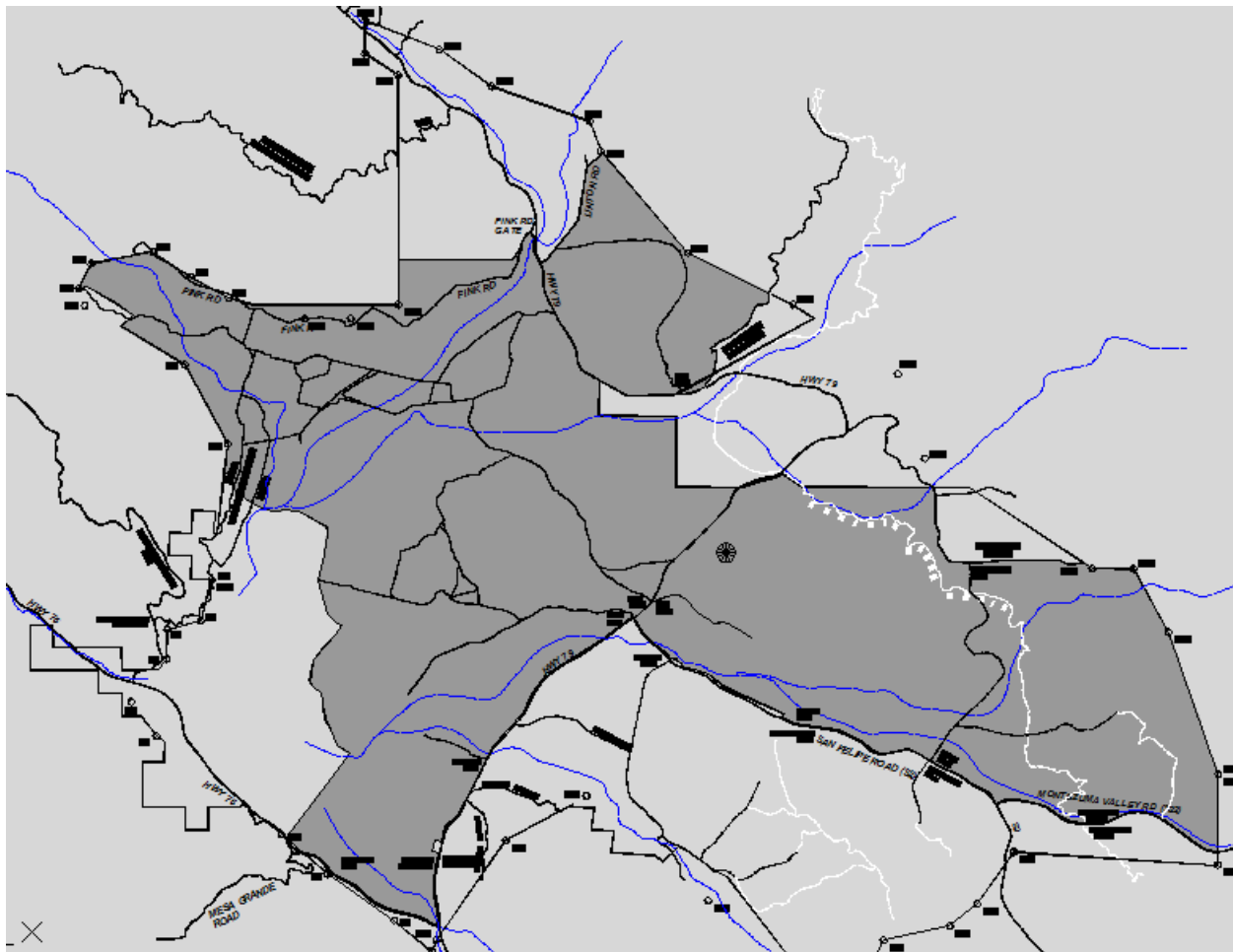
[END SPECIAL LICENSE PROVISIONS]

PART IV

Premises

The Premises shall generally consist of portions of the Rancho San Jose del Valle and Rancho Valle de San Jose on the Warner Ranch, *except* as follows: 1) pastures south of Highway 76; 2) pastures east of Highway 79 and south of San Felipe Road (County Road S-2); 3) pastures south of Montezuma Valley Road (County Road S-22); pastures north and east of Camino San Ignacio (the “Coyote Pasture”); 4) land north and east of Highway 79 and west of Linton Road (the Navy lease area). Portions of the “Lake Pasture” may be grazed by the Licensee on a seasonal basis subject to: 1) the Licensee shall furnish and remove temporary fencing to prevent cattle from having direct access to the waters of Lake Henshaw; and 2) the Licensee shall coordinate such use with VID staff.

The Premises are generally indicated by the shaded areas of the map shown below, and consist of about 26,400 acres, more or less.





WARNER RANCH

COMMITTEE REPORT

Agenda Item: 8

Meeting Date:

July 11, 2024

Prepared By:

Lesley Dobalian

Approved By:

Brett Hodgkiss

SUBJECT: COYOTE PASTURE GRAZING LICENSE

RECOMMENDATION: Consider entering into a grazing license agreement with Elmo and Katie Ostrander for the Coyote Pasture of the Warner Ranch.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: The proposed annual License Fee is \$3,000; it is similar to the Taylor grazing license fee and takes into account that the District would benefit from the Licensee installing fencing.

SUMMARY: The Coyote Grazing License is limited to 40 mature cattle on approximately 570 acres of District land along the north-east boundary of the Warner Ranch, north and east of Camino San Ignacio (see a map of the Licensed Premises in Part IV at the end of the License Agreement, attached). Due to a lack of water and fencing along Camino San Ignacio, this pasture has been un-grazed for over 25 years.

DETAILED REPORT: Prior to 2018, the Coyote pasture was part of the District's primary grazing license (Hettinga). Due to its limited size, lack of fencing along Camino San Ignacio, and lack of water for grazing, the grazing licensee had declined to run cattle on this pasture. Beginning in 2018, the Coyote pasture has been excluded from the primary grazing license.

Elmo and Katie Ostrander operate the Diamond B Ranch on private land adjacent to the Coyote pasture. They have proposed to graze their cattle jointly on their ranch and on the District's Coyote pasture, proposing to fence the Coyote pasture along Camino San Ignacio (about 13,200 lineal feet of fencing) and provide water from their own ranch water supply. Because they will have to recoup significant capital investment for fencing (estimated at \$30,000 for materials alone), they have requested a ten-year license agreement to help defray the cost over time.

The terms of the proposed license agreement are comparable to the Taylor grazing license, as it shares similar proximity and water supply issues. It is proposed that the District assume an obligation to reimburse the licensee for a declining percentage of the value of new fencing the licensee installs, per the license terms, if the District elects to terminate the license within 10 years of the Commencement Date. There is also a start-up term when no payments are due, allowing improvements to be made prior to grazing cattle in the pasture; if grazing occurs during the start-up term, the licensee will be required to pay a start-up fee of \$250 for each month or part thereof from the first day cattle are on the premises.

ATTACHMENT: Draft Grazing License Agreement

GRAZING LICENSE AGREEMENT

This License Agreement (“License”) is made and entered into as of _____, 2024, by and between the **VISTA IRRIGATION DISTRICT**, a political subdivision of the State of California organized under the Irrigation District Law, California Water Code Section 20500, et seq. (“VID”), and, **ELMO and KATIE OSTRANDER**, both as individual co-licensees, and collectively referred to as Licensee (“Licensee”).

PART I

FUNDAMENTAL LICENSE TERMS

1.1 License: VID hereby issues to Licensee a License to enter upon the following real property owned by VID, for the purpose or activity specified in Paragraph 1.1.2:

1.1.1 Licensed Property: Approximately 570 acres, more or less, located on the Warner Ranch, generally north and east of Camino San Ignacio, as depicted on the map attached hereto as Part IV and incorporated herein by this reference (“Premises”).

1.1.2. Use of Premises: For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises solely and exclusively for the pasturage and grazing of cattle.

1.2 Term: This License shall commence on _____ (“Commencement Date”) and shall continue to and terminate at 11:59 p.m. local time on _____ (“Expiration Date”). This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both VID and the Licensee. Notwithstanding the foregoing or any other provision of this License, either VID or Licensee may terminate this License with or without cause, or for any reason, at any time, by giving the other party a sixty (60) days written notice of termination.

BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW VID TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.

Licensee: _____

1.3 License Consideration: A Startup Term of the License is established to allow the Licensee to make Initial Improvements to the Premises as described herein. The Startup Term shall commence on the Commencement Date and end on _____. The Licensee shall not be required to make any payments during the Startup Term until such time as the Licensee begins grazing cattle on the Premises. If the Licensee allows any cattle onto the Premises during the Startup Term, the License shall pay a Startup Fee of Two Hundred and Fifty Dollars (\$250.00) for every month or part thereof between the first day that cattle are allowed onto the premises and _____. Beginning _____ and thereafter, consideration for the issuance of this License is Three Thousand Dollars (\$3,000.00) per year or fraction thereof based on the Commencement Date or in the event this lease is terminated as herein set

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forth (License Fee). The License Fee shall payable in advance, within 20 calendar days of the Commencement Date and thereafter on July 1st of each license year.

1.4 Notices and Payments: All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Part II (“General Provisions”), to VID at the address set forth in Part II, and to Licensee at the address set forth in this Part I.

1.5 Attachments: This License incorporates by reference the following Attachments to this License:

- Part I: Fundamental License Terms
- Part II: General License Provisions
- Part III: Special License Provisions
- Part IV: Map of the Premises

1.6 Integration: This License represents the entire understanding of VID and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

VISTA IRRIGATION DISTRICT By: _____ Brett Hodgkiss General Manager	ELMO OSTRANDER An individual By: _____ Phone: (760) 898-1553 (mobile) KATIE OSTRANDER An individual By: _____ Phone: (760) 224-2762 (mobile) Address for Notices: PO Box 214 Santa Ysabel, 92070
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PART II

GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

2.1.1 Transmittal of Payments: Licensee shall make all License Fee payments, and pay all other sums due under this License, in lawful money of the United States, by check payable to "VISTA IRRIGATION DISTRICT," and shall personally deliver or mail all payments without any notice or demand to VID at the address set forth in Paragraph 2.8.1 below. Licensee assumes all risk of loss or late payment if any payment is made by mail.

2.1.2 No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by VID of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of a monthly statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by VID modifying this License or a waiver of VID's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and VID shall accept all checks and payments from Licensee without prejudice to VID's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Payment of License Fee

2.2.1 If any payment of any License Fee or any other sum due VID is not received by VID within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to VID. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2 Licensee and VID hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that VID will incur by reason of Licensee's late payment.

2.2.3 Acceptance by VID of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and

delinquent payment, or in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

2.3.1 Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.1.2 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of VID.

2.3.1.2 Licensee shall not cause, permit or suffer any “hazardous material,” “hazardous waste” or “hazardous chemicals” as those terms are used in CERCLA (42 U.S.C. § 9601(14)) or SARA (42 U.S.C. § 110211(e)) or any similar Federal, State, or local law, statute, ordinance, regulation or order, or otherwise determined by VID, to be brought upon, left, used or abandoned on the Premises.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 VID or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2 Utilities and Services: Licensee shall be solely responsible for obtaining all utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3 Permits and Approvals: Licensee shall obtain any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License. No approval or consent given under this License by VID shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by VID, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee’s indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to VID, and Licensee shall maintain all such insurance in full

force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than “A” and financial category VII or equivalent or as otherwise approved by VID.

2.4.1 Licensee shall take out and maintain minimum insurance. If the Licensee maintains broader coverage and/or higher limits than the minimums shown, VID requires and shall be entitled to the broader coverage and/or higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VID. Licensee shall take out and maintain the following insurance:

2.4.1.1 Workers’ Compensation and Employer’s Liability Insurance: Licensee shall cover or insure under the applicable laws relating to workers’ compensation insurance all of its employees working on or about the Premises, in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker’s compensation insurance and employer’s liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) “Insurer waives all rights of subrogation against the Vista Irrigation District, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage.”

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer’s

equivalent endorsement provided to VID), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2 Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to VID and contain the following separate endorsements:

(a) “The Vista Irrigation District, its officers, directors, employees, representatives and authorized volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the Vista Irrigation District. The coverage shall contain no special limitations on the scope of protection afforded to the Vista Irrigation District, its officers, directors, employees, representatives and volunteers.” The Vista Irrigation District, its officers, directors, employees, representatives and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the Vista Irrigation District of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the Vista Irrigation District shall not be liable for the payment of premiums or assessments on this policy.” For any claims related to this License, the Licensee’s insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to VID, its officers, directors, employees, representatives and authorized volunteers. Any insurance or self-insurance maintained by VID, its directors, officers, employees, representatives and authorized volunteers shall be excess of the Licensee’s insurance and shall not contribute with it.

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage

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provided to the Vista Irrigation District, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3 Evidence of Coverage: Licensee shall at the time of the execution of the License present to VID the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (at least as broad as ISO Form CG 20 10 10 01), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with VID. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2.4.4 Review of Coverage: VID shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of VID, the insurance provisions in this License do not provide adequate protection for VID, VID shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. VID’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of VID to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter. VID reserves the right to require complete, certified copies of all required insurance policies, including Declaration and Endorsement pages.

2.4.5 Deductibles: Any and all deductibles must be declared and approved by VID prior to execution of this License.

2.4.6 License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with VID.

2.5 Indemnification

2.5.1 VID not Liable: VID shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent, contractor or volunteer of Licensee, resulting from or

arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2 Indemnification: To the extent permitted by law, irrespective of any insurance carried by Licensee for the benefit of VID, and notwithstanding any other provision of this License to the contrary, Licensee shall indemnify, defend at its own expense (with counsel acceptable to VID) and hold VID and its officers, directors, employees, representatives and authorized volunteers harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent, contractor or volunteer of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of VID, and/or acts for which the VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID. In connection therewith:

2.5.2.1 Licensee shall defend and hold VID, its officers, employees, agents, representatives and volunteers, harmless from any and all Claims, whether caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of VID, its officers, employees, agents, or representatives; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or VID covering any Claim, and hold and save VID harmless therefrom, whether such Claim was caused in whole or in part by VID's active or passive negligence, and/or acts for which VID would be held strictly liable, but excluding the sole active negligence and willful misconduct of VID.

2.5.2.3 In the event that VID is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to VID any and all costs and expenses incurred by VID in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

2.6 Legal Relations and Responsibilities

2.6.1 Nature of Relationship: VID and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between VID and Licensee.

2.6.2 Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, VID, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3 Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of VID, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4 Acknowledgment of VID's Title: Licensee hereby acknowledges the title of VID in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist VID's title to the Premises.

2.6.5 Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify VID and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6 Possessory Interest Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory

interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that VID shall have no responsibility therefor.

2.6.7 VID's Reservations

2.6.7.1 VID hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon thirty (30) days written notice to VID. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.7.2 VID hereby reserves the right to sell, transfer, lease or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer, lease or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred, leased or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License.

2.6.7.3 VID reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the water supply of the watershed of Lake Henshaw, and any other work necessary to the functions or purposes of VID, upon any portion or all of the Premises at any time. Such work may be performed without incurring any liability of any nature whatsoever to Licensee, and Licensee hereby releases VID from, and covenants not to sue VID for, any such liability. VID further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.7.4 Except as expressly provided herein, this License is not exclusive. The District reserves the right to enter into and maintain other agreements, licenses, leases, and conveyances with other parties on the Premises for uses that do not materially interfere with the operations of the Licensee. By execution of this License, Licensee agrees to cooperate with the District and the parties to the District's business relationships.

2.6.8 Waiver of Claims: As a material part of the consideration to VID under the License, Licensee hereby waives any and all claims that it may have against VID during the term of

this License, or any extension or renewal thereof, for any damage to goods, wares and merchandise upon or about the Premises, and for any injury to Licensee, its employees, agents, invitees, or to third parties in or about the Premises, from any cause arising at any time.

2.6.9 Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair.

2.6.10 Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at VID's opinion, be deemed to have been abandoned and transferred to VID. VID shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and VID shall have no duty to account for such property. Licensee agrees to reimburse VID for any and all costs associated with VID transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.11 Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by VID, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, their fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12 No Representation or Warranty Concerning Premises: Licensee acknowledges that neither VID, nor any of its officers, employees, agents or representatives, has made any written or oral representation, promise, or warranty, expressed or implied, concerning the Premises, their fitness for Licensee's intended use or any other purpose or use, their income producing history, potential or capabilities, their value, or any other matter not expressly set forth in this License.

2.6.13 Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should VID be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to VID its costs and expenses incurred in such suit, including reasonable attorneys' fees.

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2.6.14 Security Measures: Licensee acknowledges that the Premises are licensed to and accepted by Licensee in an “as-is” condition, and that the License Payments and other sums payable from Licensee to VID hereunder do not include the cost of security guard or any other security services or measures. Licensee further acknowledges that VID makes no representation or warranty, express or implied, regarding the security of the Premises or the need for or propriety of any security measures at the Premises; and Licensee further acknowledges that VID shall have no obligation whatsoever to provide guard service or any other security measures. Licensee expressly assumes all responsibility for the protection and security of the Premises, Licensee, its agents, employees, invitees and property within the Premises from any and all acts of any third party.

2.6.15 No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than VID and Licensee.

2.6.16 Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.17 VID's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of VID in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.7 Maintenance and Repair of Premises

2.7.1 Licensee's Obligation to Maintain Premises: Licensee shall at all times during the term of this License, and any extension or renewal thereof, at its sole cost and expense, remove all trash and debris from the Premises. Licensee shall also keep and maintain in good condition and in substantial repair (all to the satisfaction of VID in its sole discretion), the Premises and all appurtenances and every part thereof, including improvements of any kind erected, installed or made on or within the Premises. Licensee shall at all times in the maintenance and use of the Premises and the buildings, structures, facilities, improvements and equipment thereon, comply with all laws, ordinances and regulations pertaining thereto, and all conditions and restrictions set forth herein. Licensee expressly agrees to maintain the Premises in a safe, clean, wholesome, and sanitary condition and free of trash and debris, to the complete satisfaction of VID and in compliance with all applicable laws.

2.7.2 Licensee's Default of its Maintenance Duties: In the event that Licensee fails, neglects or refuses to remove trash or debris deposited by Licensee or its invitees on the Premises or to maintain or make repairs or replacements as required by this License, VID shall notify Licensee in writing of such failure or refusal. Should Licensee fail or refuse to

correct such default within ten (10) days of receipt of such written notice from VID, VID may, but shall not be required to, itself or by contract, undertake the necessary maintenance, repair or replacements; and the cost thereof, including but not limited to the cost of labor, materials and equipment and procurement of insurance, plus an administrative fee in the amount of fifteen percent (15%) of the sum of such costs, shall be paid by Licensee to VID within ten (10) days of Licensee's receipt of a statement of such costs from VID. Any such maintenance, repair or replacement by or on behalf of VID shall not be deemed to be a waiver of Licensee's default under this License, and shall not in any way impair, prevent or restrict VID from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.8 Miscellaneous

2.8.1 Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

<u>If to VID:</u>	VISTA IRRIGATION DISTRICT 1391 Engineer Street Vista, CA 92081-8840 Attn: General Manager
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<u>If to Licensee:</u>	To such name and address set forth for Licensee in Part I of this License,
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or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.8.2 Warranty of Authority: Each officer of VID and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.8.3 Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be

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taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.8.4 Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.8.5 Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both VID and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.8.6 Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, VID, Licensee, and their respective successors and assigns.

2.8.7 Re-Entry: No entry or re-entry into the Premises by VID shall be construed as an election to terminate this License, unless prior thereto or concurrently therewith written notice of intent to terminate is given by VID to Licensee. VID's entry into possession of the Premises without having elected to terminate shall not prevent VID from making such an election and giving Licensee notice thereof.

2.8.8 Partial Invalidation: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.8.9 Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.8.10 Precedence: In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

[END GENERAL LICENSE PROVISIONS]

PART III

SPECIAL LICENSE PROVISIONS

3.1 Additional Conditions of Use: The following are added to Paragraph 2.3.1 of this License, as additional conditions to the use of the Premises:

2.3.1.5 Licensee shall coordinate all activity on the Premises with VID's Water Resources Department.

2.3.1.6 A maximum of 40 mature cattle may be retained on the Premises at any given time. In addition, calves born to these cattle may graze on the premises through their first year without being counted towards the 40 mature animal limit. Notwithstanding this limitation, Licensee shall not overgraze the Premises. Licensee shall conduct all operations contemplated under this agreement in accordance with good and accepted agronomic and environmental practices.

2.3.1.7 Licensee shall not build any structures of any character upon the Premises. All fencing and gates on the Premises shall be maintained by the Licensee in proper working order.

2.3.1.8 Licensee shall supply water for grazing purposes on the Premises from sources external to the Premises. Water may be trucked in or supplied by a pipeline constructed by the Licensee from sources not on VID owned property. Licensee acknowledges that there is a spring of water within the Premises near Eagle Rock that is already developed to supply water for grazing purposes for a different VID grazing licensee, and the water from that spring is not available for the Licensee's use.

2.3.1.9 Initial Improvements. Licensee acknowledges that Initial Improvements are needed to construct barbed wire fencing on the Premises to prevent Licensee's cattle from wandering off the Premises, and specifically to prevent them from wandering onto the rights-of-way of Camino San Ignacio or any other roadway.

- a. Fencing shall consist of five lines of barbed wire fastened to metal posts or treated wood posts where applicable. Each barbed wire line shall consist of two strands of 12-½ gage galvanized wire, twisted with 4-point barbs spaced 5-inches on center. Fence posts shall be steel T-posts (1.25 lb/ft) or treated wood posts not less than 6-feet 6-inches long, and shall be spaced not more than 10-feet on center, with galvanized wire stays provided at mid-point between line posts. Horizontal fencing deflections of more than 5 degrees for steel T-posts and 15 degrees for treated wood posts shall be supported by corner posts with suitable bracing to withstand the tensile forces. Fence geometry at high points and grade depressions shall be adjusted to provide not less than 4-inches and not more than 13-inches of clearance between the ground surface and the bottom line of barbed wire.
- b. Fencing shall be placed along the south side of Banning/Isil Road, east and north of the Camino San Ignacio right-of-way, and west of dirt access road leaving

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Camino San Ignacio to the north, approximately 2,100 feet west of Rancho Corner W-24, comprising approximately 13,200 linear feet of fencing.

- c. Completed fencing shall be approved by VID representative prior to allowing cattle onto the Premises.
- d. If VID terminates the License prior to the Expiration Date, VID shall reimburse the Licensee a portion of the cost of the materials of the completed Initial Improvements according to the following schedule. VID shall not reimburse any of the costs for the labor for installing the Initial Improvements. The Allowed Materials Costs shall be the lesser of: \$30,000, or the actual costs of materials for barbed wire, fence posts, gates, and appurtenances for the completed and approved Initial Improvements. Licensee shall submit all receipts for the Allowed Material Costs to VID prior to VID approving the completed Initial Improvements.

<u>If VID terminates License Prior to:</u>	<u>Percentage of Allowed Material Costs Reimbursed</u>
i. VID acceptance of completed Initial Improvements	0%
ii. June 30, 2026	90%
iii. June 30, 2027	80%
iv. June 30, 2028	70%
v. June 30, 2029	60%
vi. June 30, 2030	50%
vii. June 30, 2031	40%
viii. June 30, 2032	30%
ix. June 30, 2033	20%
x. June 30, 2034	10%

- e. Initial Improvements shall become VID property upon acceptance.

- 3.2 Paragraph 2.4.1.3 of this License is modified to require the Licensee to provide evidence of personal automobile liability coverage per the requirements of the State of California.
- 3.3 Either co-licensee may exercise the full rights and privileges or fulfill the obligations of the Licensee under this License.

Initial:

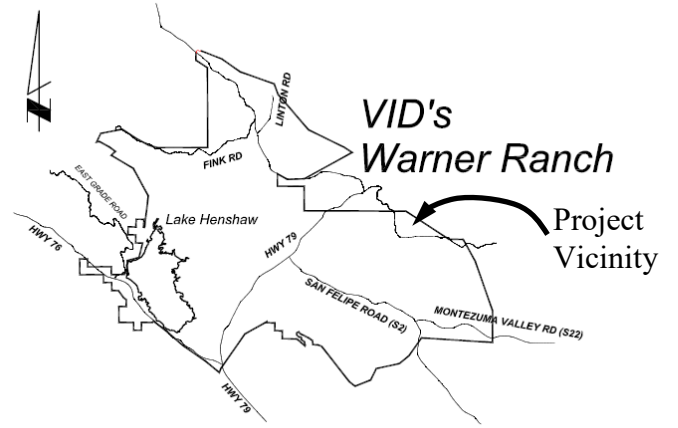
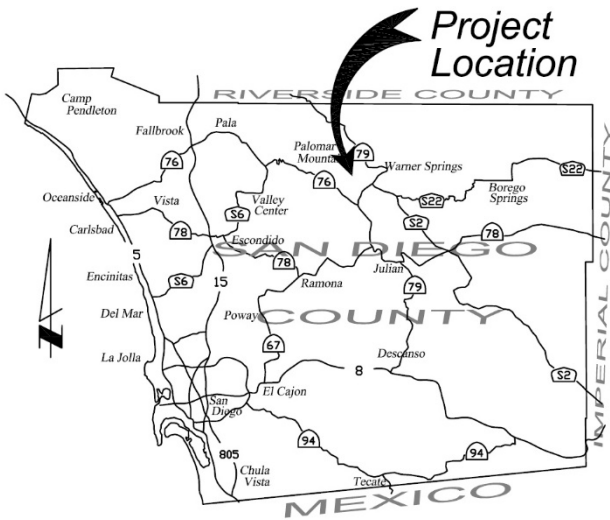
Licensee

VID

[END SPECIAL LICENSE PROVISIONS]

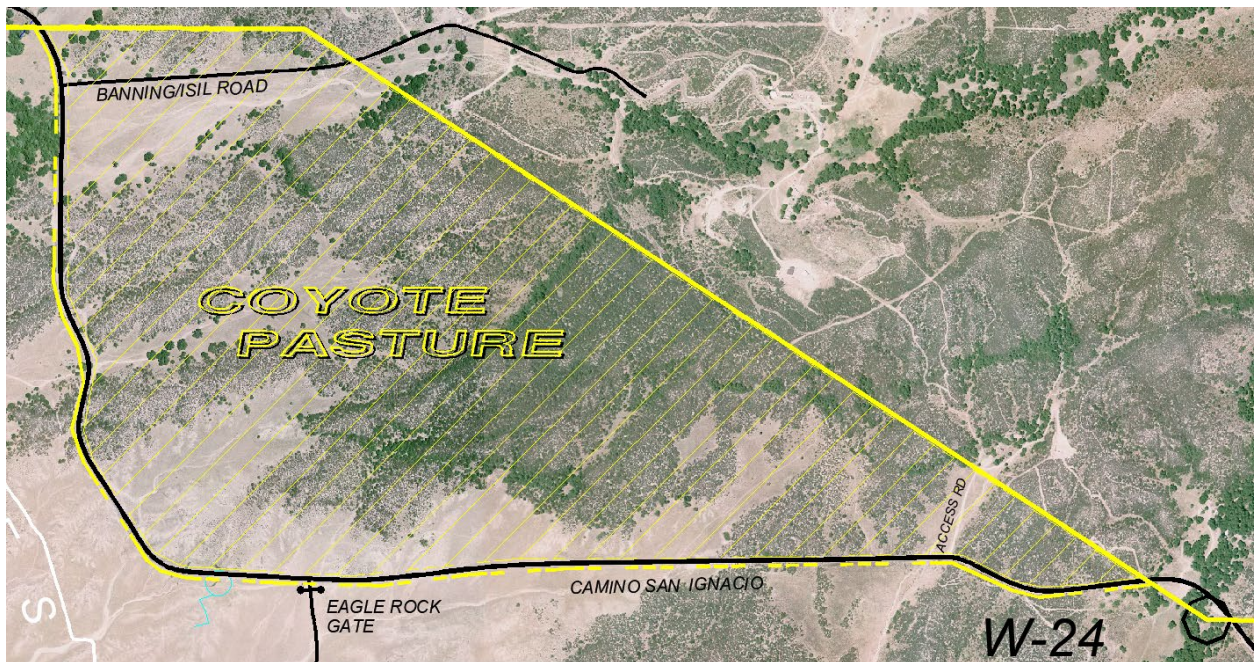
PART IV

Map of the Premises



Licensed Premises

“Coyote Pasture” area indicated by yellow hatch, north and east of Camino San Ignacio.





WARNER RANCH

COMMITTEE REPORT

Agenda Item: 9

Meeting Date:

July 11, 2024

Prepared By:

Lesley Dobalian

Approved By:

Brett Hodgkiss

SUBJECT: EAGLE ROCK SIGNAGE

RECOMMENDATION: Consider request to place interpretive signs on District property near the vicinity of Eagle Rock.

PRIOR BOARD ACTION: None.

FISCAL IMPACT: None. The Pala Band of Mission Indians (Pala) has offered to pay for the signage and its maintenance.

SUMMARY: Pala has requested to work with the District to develop and post signage on its property near Eagle Rock to educate the public about its importance.

DETAILED REPORT: Eagle Rock is located on District property adjacent to the Pacific Crest Trail (PCT) and is a popular viewing attraction for hikers along the PCT. It is also a sacred site for tribal communities in Southern California; many religious, spiritual, medicinal and cultural practices are linked to the specific location.

Pala has requested to work with the District to develop and place interpretative signage on District property in the vicinity of Eagle Rock. Interpretative signs would provide information for hikers to learn about the significance of Eagle Rock and the importance of preserving its natural features. Pala is also working with the PCT Association to educate the public through social media messaging.

Pala has prepared draft language for a sign for the District's review and consideration, and a map showing three possible locations for the signs. Staff recommends working with Pala to develop information for the signs and to place them on District property.

ATTACHMENTS:

- Draft Interpretative Sign
- Map



Cupeño Trail of Tears

The Cupeño people (Kuupangaxwicheem) have always called their villages of Kupa and Wilakal home. They knew every plant, rock, animal, and physical feature in their homeland. It is where their ancestors are buried and home to sacred sites where religious ceremonies were performed. The Cupeño people did not want to leave their ancestral lands. They took their case all the way to the U.S. Supreme Court and even attempted to secure a reprieve from President Theodore Roosevelt. Their legal challenge was unsuccessful. The Court ruled that the Cupeño had no rights to their ancestral lands and ordered their removal. On May 12, 1903, Indian Bureau agents and 44 armed teamsters arrived to oversee the Cupeños' eviction. The forced removal is known as the Cupeño Trail of Tears.

Did you know...?

- The elevation at Kísily Kawísh (also known as Eagle Rock) is 3,523 ft (1,073.8 m)
- The Kuupangaxwicheem (Cupeño), Payómkawichum (Luiseño), Ivilyuqaletem (Cahuilla) and Kumeyaay people speak different languages but have some cultural similarities
- Tribal Nations in San Diego and Riverside Counties have a ceremony dedicated to Eagles and Hawks
- The Kupa village is where the Warner Springs Ranch is now located, right next to the hot springs
- The Pacific Crest Trail that passes by Kísily Kawísh is 2,650 miles long
- Kísily Kawísh is now part of the Vista Irrigation District. Leaving the Pacific Crest Trail is trespassing.



Kísily Kawísh (Hawk Rock)

What is now known as Eagle Rock is a traditional hunting, gathering, and ceremonial area of the Kuupangaxwicheem (also known as Cupeño or Kupa people). Their name for the rock formation is Kísily Kawísh or Hawk Rock. The Kupa people gathered plants and hunted rabbits near Kísily Kawísh when preparing for ceremonies, social gatherings, and death rituals. Some of the materials needed to make sacred bundles (máasivet) that hold objects used for ceremonial purposes, were gathered around Kísily Kawísh.

For the Kupa people, the natural resources around Kísily Kawísh are only to be used for special occasions. Acorns, medicinal plants, and wild game harvested near the sacred site fed people who traveled to attend ceremonies, gatherings, and other revered rituals. To this day, Kísily Kawísh is still considered a sacred site important to not only the Kupa people but to all surrounding indigenous communities. We ask that all visitors show respect by staying on the designated trail and admiring from a distance. Also, refrain from taking cultural items found along the trail.



Origins

Kísily Pewík (Hawk Feather) was the founder of Kupa. At a young age, he and his mother were forced from their homeland and took shelter with relatives in the north. He returned as a young man and reclaimed his ancestral land establishing the village of Kupa and the current Cupeño lineages. Before his passing, he bestowed his power to his youngest son. After giving his blessings, Kísily Pewík's spirit was petrified and formed what we see today, Kísily Kawísh (Hawk Rock) also known as Eagle Rock by hikers and visitors.



Villagers from Kupa and Puerta la Cruz gather outside the home of Vicente Sibimoat at Kupa for a meeting in March 17, 1902.



Land Acknowledgement

As visitors to this territory, please take time to acknowledge the Indigenous communities who have lived on and stewarded this land and its resources since time immemorial, the Kuupangaxwicheem, Payómkawichum, Ivilyuqaletem, and Kumeyaay people. Pause and reflect to honor and respect those Indigenous people forcibly removed but still connected to this land on which you are a visitor. Take time to build meaningful relationships with the original stewards of this land, and deepen your understanding of the history of colonization. Commit to continuing to learn how to be better stewards of the land we inhabit and elevate ancestral wisdom and Indigenous ways of life as essential solutions to healing people as well as our planet.



QR

CODE

Sign Locations

Untitled layer



Point 2



Point 3



Point 3

