

State OF CALIFORNIA - DEPARTMENT OF FISH AND WILDLIFE  
**PERMIT FOR EXCESS VEGETATION DISPOSAL**  
(FISH AND GAME CODE SECTION 1010)  
DFW 587 (REV 12/3/19)

|                                           |  |
|-------------------------------------------|--|
| PERMIT COVERING PREMISES LOCATED AT       |  |
| [Property Name]<br>[Location]             |  |
| AGENCY<br>Department of Fish and Wildlife |  |
| Permittee<br>[Full Name]                  |  |

DGS File No.: [ ]  
CDFW Permit No.: [ ]

**THIS PERMIT**, dated [ ] for reference purposes only, is made by and between the State of California, at the direction and with the consent of the Department of Fish and Wildlife (CDFW), acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as "State", as authorized by Fish and Game Code Section 1010, and [ ], hereinafter referred to as **Permittee**.

State and Permittee hereby agree as follows:

**DESCRIPTION**

1. State hereby permits Permittee, and Permittee hereby accepts, a non-exclusive right to use approximately [ ] acres of real property situated in the County [or Counties] of [ ], State of California, hereinafter referred to as **Premises**, as outlined on the map attached as **Exhibit "A"** and more particularly described on **Exhibit "A-1."** The Premises are a part of the real property under the jurisdiction of State commonly known as the [ ] Wildlife Area/Ecological Reserve] (**State Property**). Upon written notice to Permittee, State may relocate all or part of the Premises and change the size of the Premises, the duration of grazing and/or the number of livestock required or permitted on the Premises as provided in Section 35(b).

**USE**

2. Permittee agrees to use the Premises only for the removal of excess vegetation by grazing of livestock or other means authorized by this Permit and for no other purpose. Permittee shall conduct its operations on the Premises only as defined in the Operations Plan attached as **Exhibit "B"** [**add if applicable:** and consistent with the Land Management Plan for the State Property available from the State Representative identified in Section 15 or online at <https://www.wildlife.ca.gov/Lands/Planning> ].

**[Add if applicable:** Permittee acknowledges that the State Property, including the Premises, is open to public use. Public uses of the Premises may include, without limitation, hunting, fishing, wildlife viewing, photography, education and research. State shall not be liable or responsible for any injury (including death) to persons, including Permittee, its agents and employees, or damage to or loss of livestock, equipment or other property, including property of Permittee and third parties, caused by any person on the Premises, including members of the public. Permittee understands that such possible injury, death, damage and loss are risks of using the Premises and hereby waives any and all claims, known and unknown, arising from such use.

**Commented [A1]:** Operations Plan should identify other authorized vegetation removal activities, if any.

Permittee hereby knowingly and voluntarily waives any protection that it might have by virtue of Civil Code Section 1542, which provides as follows:

**A GENERAL REPERMIT DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE REPERMIT, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.]**

**TERM**

3. (a) The term of this Permit (**Term**) shall be ( ) years and ( ) months, commencing on [ ] or such later date as State delivers a fully executed copy of this Permit to Permittee (**Commencement Date**), and terminating on [ ] (**Expiration Date**), with such rights of termination as are set forth in this Permit.

**Commented [A2]:** Five year maximum total term, including any option period(s) in Section 3(b).

(b) State shall have the right to delay the Commencement Date if State determines that the condition of the State Property or the Premises warrants such a delay. State shall notify Permittee of any such delay in the Commencement Date prior to the Commencement Date established in Section 3(a). State shall not be liable to Permittee for any loss or damage resulting from such delay, nor shall it affect the validity of this Permit or change the Expiration Date. However, Permittee shall not be obligated to pay the permit fee or perform its other obligations during the period of delay. If the delay continues for more than forty-five (45) days after the Commencement Date established in Section 3(a), then Permittee may cancel this Permit by giving written notice to State within ten (10) days after the end of the forty-five (45)-day period. If Permittee gives timely written notice of cancellation to State, then the parties shall be discharged from all obligations under this Permit. If the Commencement Date is delayed or this Permit is cancelled pursuant to this Section 3 (b), then State shall credit any prepaid unearned permit fee to the next permit fee payment then due from Permittee or return any prepaid unearned permit fee to Permittee.

**[Add if applicable/customize as described below:** (c) Permittee shall have the option to extend the Term for   additional  -year period(s), commencing when the prior Term including any previous extensions expires. In order to exercise an option, Permittee must give written notice to State at least one hundred eighty (180) days and not more than three hundred sixty-five (365) days before the date the extended Term would commence. If Permittee does not give timely and proper notice of exercise, the option will automatically expire and be of no further force or effect. Options (if more than one) may only be exercised consecutively. Any extended Term(s) will be on all the terms and conditions of this Permit **[include if applicable: , other than the permit fee]**, except that Permittee shall have no further right to extend the Term. The option is personal to the original Permittee and cannot be assigned to or exercised by anyone other than the original Permittee while using the Premises and without the intention of thereafter assigning or transferring this Permit or any part of it. Permittee will not have any rights under this Section 3(c) if Permittee is in breach or default of this Permit at the time notice of exercise is given or on the date of expiration of the current Term. The permit fee for the option period(s) shall be calculated as follows: **[describe how permit fee will be determined, e.g., fixed dollar increase (state amount); percentage increase (specify percentage); CPI adjustment (describe adjustment index and method); fair market value on the date of commencement of the extended Term (state how fair market value will be determined); other]**. State will notify Permittee of the permit fee for the option period not less than ninety (90) days before the date the extended Term would commence. If Permittee disagrees with the

**Commented [A3]:** Total term cannot be more than 5 years, including any options provided here.

calculated permit fee, then Permittee may rescind its notice of exercise of the Option and this Permit will expire at the end of the current Term.}]

**EARLY  
TERMINATION**

4. State may terminate this Permit, in whole or in part, at any time by giving written notice to Permittee at least ninety (90) days prior to the date when such termination shall become effective. Upon termination of this Permit, Permittee shall surrender the Premises according to the requirements of Section 9 and State shall reimburse Permittee for any unearned portion of any prepaid permit fee.

**PERMIT FEE**

5. Permittee shall pay State a permit fee of \_\_\_\_\_ DOLLARS per year, which is equivalent to **[describe basis for determining amount, e.g., "the fair market value of the use of the Premises of [ ] DOLLARS (\$\_\_\_\_\_.00) per acre per [specify period, e.g., month/year] times [ ] acres for ( ) months of use as stated in Exhibit "B" OR "[ ] DOLLARS (\$\_\_\_\_\_.00) per Animal Unit Month (AUM) times \_\_\_\_\_ AUM for ( ) months of grazing as stated in Exhibit "B" OR {describe other basis}].** If the Commencement Date is delayed pursuant to Section 3 (b), then State may adjust the permit fee for the first year of the Term based upon **[describe proration method, e.g., "the number of days of grazing lost"]**.

**Commented [A4]:** Must reflect calculation in IFB

The permit fee shall be due and payable in lawful United States funds, without demand, offset or deduction, as shown in the payment schedule below:

**Commented [A5]:** alter the sample payment schedule to fit the fee terms shown in the ifb/rfp.

| PAYMENT SCHEDULE |                 |                               |                                                 |
|------------------|-----------------|-------------------------------|-------------------------------------------------|
| #                | PAYMENT DUE     | AMOUNT                        | PERIOD COVERED                                  |
| 1                | upon execution  | <i>Example:</i><br>\$1,000.00 | <i>Example:</i><br>July 1, 2016 – June 30, 2017 |
| 2                | Month Day, Year | Amount                        | Month Day, Year- Month Day, Year                |
| 3                | Month Day, Year | Amount                        | Month Day, Year- Month Day, Year                |
| 4                | Month Day, Year | Amount                        | Month Day, Year- Month Day, Year                |
| 5                | Month Day, Year | Amount                        | Month Day, Year- Month Day, Year                |

**NO CREDIT AGAINST THE PERMIT FEE OR ANY OTHER SUMS PAYABLE UNDER THIS PERMIT SHALL BE PROVIDED TO PERMITTEE FOR ANY CONTRIBUTIONS (INCLUDING, WITHOUT LIMITATION, WORK DONE OR MATERIALS OR SUPPLIES FURNISHED) BY PERMITTEE.**

**Payments shall be addressed and submitted to:**

California Department of Fish and Wildlife  
 Attn: Accounting Services Branch – Cash Receipts  
 P.O. Box 944209  
 Sacramento, CA 94244-2090

Permittee's payment shall display the State's Permit number, the name of the State Property as shown on Page 1 of this Permit, and the invoice number if an invoice is available. Permittee shall not require receipt of an invoice prior to issuance of payment.

**UTILITIES/  
EXPENSES**

6. Permittee agrees to pay the permit fee as herein provided and to pay any and all water, electric, gas and other utility fees (including stand-by fees), charges and assessments (including water assessments), mosquito abatement costs, and any other sums attributable to or payable in connection with Permittee's use of the Premises during the Term of this Permit, as reasonably determined by State. No utilities will be provided by State and State assumes no liability for the presence or

absence of utilities. If utilities are present and separately metered, Permittee will place utilities in Permittee's name as of the Commencement Date. If utilities are present but not separately metered, Permittee will pay his or her proportional share, as reasonably determined and directed by State.

- |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ACCESS</b>                      | <b>7.</b> State makes no representation or warranty regarding the existence of any ingress and egress rights to or from the Premises or the condition of any access that may exist.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>AS-IS CONDITION OF PREMISES</b> | <b>8.</b> Permittee accepts the use of the Premises in its existing, " <b>AS-IS</b> " condition. State makes no representations, warranties or guarantees, express or implied, regarding the Premises, including without limitation, its fitness or suitability for Permittee'S purposes; the condition or quality of soils; organic certification of any pasture; existence, ownership, adequacy or condition of fencing; or availability of water, feed, forage or electric power. Permittee has visited and inspected the Premises and agrees that any acreage stated in this Permit or on the attached <b>Exhibits "A"</b> and <b>"A-1"</b> is only approximate and State does not warrant or guarantee the actual size of the Premises. |
| <b>SURRENDER</b>                   | <b>9.</b> On the last day of the Term, or sooner termination of this Permit, Permittee shall surrender to State the Premises with any appurtenances or improvements thereon (except as otherwise provided in Section 38), in at least the same condition as when received, reasonable wear and tear and damage by acts of nature or the elements excepted.                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>WATER</b>                       | <b>10.</b> Permittee understands and agrees that State does not guarantee the availability of water to, or quality or quantity of any water that may be available on, the Premises. Permittee will be responsible to confirm the availability of water if needed for Permittee'S use. Permittee may develop water on the Premises only with the prior written approval of State, which State may withhold, and pursuant to all applicable Laws (as defined in Section 50).                                                                                                                                                                                                                                                                   |
| <b>HOLDOVER</b>                    | <b>11.</b> Any holding over after the expiration of the Term or any extension thereof, with the consent of the State either expressed or implied, shall be deemed a tenancy only from month-to-month. Except for the Term, all of the provisions of this Permit shall apply to the month-to-month tenancy but at State's discretion the permit fee shall increase by ten (10%) percent over the last rate in effect, to be payable as provided in Section 5.<br><br>State offers and Permittee accepts no assurance that the Premises or any other comparable property or facilities will be made available to Permittee beyond the Term stated above or as the Term may be reduced as provided in this Permit.                              |
| <b>REGULATION BY State</b>         | <b>12.</b> Activities under this Permit will be conducted only in a manner which will not interfere with the orderly operation and management of the State Property. In the event State determines that any operation or the conduct of any person under this Permit interferes with any State activity, Permittee agrees to discontinue such operation or remove such person immediately after notice thereof.                                                                                                                                                                                                                                                                                                                              |
| <b>MAINTENANCE AND REPAIRS</b>     | <b>13.</b> (a) Permittee agrees to keep the Premises in good order and condition at Permittee's sole cost and expense. Without limiting the preceding sentence, Permittee agrees, at Permittee's sole cost and expense, to repair and maintain in good operating condition any and all improvements on the Premises, including any fencing, watering facilities, equipment, pipes and pipelines, valves and valve boxes, wells, pumps, electrical panel(s), meter socket and wiring, buildings, roads or other improvements existing on the Premises or constructed upon the Premises by Permittee.                                                                                                                                          |

(b) In no event shall State be required to perform any maintenance on or make any repairs, alterations or improvements to the Premises or any improvements thereon of any kind or nature whatsoever.

**PUBLIC WORKS**

- 14.** Permittee acknowledges that installation, maintenance and/or repair of improvements on the Premises, including but not limited to fencing, watering facilities, equipment, pipes and pipelines, valves and valve boxes, wells, pumps, electrical panel(s), meter socket and wiring, buildings, roads or other improvements, may be considered Public Works as defined in California Labor Code Section 1720 and/or Public Contract Code Section 1101. Permittee assumes all responsibility to ensure that Public Works and Prevailing Wage requirements are followed. More information may be obtained through the California Department of Industrial Relations at [www.dir.ca.gov](http://www.dir.ca.gov).

**NOTICES**

- 15.** All notices or other communications required or permitted under this Permit shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier or registered or certified United States mail, postage prepaid, return receipt requested to the addresses set forth below.

All such notices or other communications shall be deemed received upon the earlier of (a) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, or (b) if mailed as provided above, on the date of receipt or rejection, if that date is Monday through Friday between 8:00 a.m. and 5:00 p.m. Pacific Time, so long as such day is not a State of California or federal holiday, and otherwise on the next business day.

The addresses for notice are as follows:

To Permittee: [\_\_\_\_\_] ]  
Attn: [\_\_\_\_\_] ]  
[Address]  
[City], [State] [Zip Code]  
(Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_)

With a copy to: [Name]  
[Address]  
[City], [State] [Zip Code]

To State: California Department of Fish and Wildlife  
[Region/Program]  
Attn: (typically, site manager)  
[Address]  
[City], CA [Zip Code]  
(Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_)

With a copy to: [Name] (typically, RAO)  
[Address]  
[City], CA [Zip Code]

The "State Representative" for purposes of this Permit is: [Name (typically, site manager), Title, Address and Telephone No.]

Permittee is obligated to notice all STATE offices listed above and the failure to provide notice to all State offices will be deemed to constitute a lack of notice. The State Representative and the address(es) to which notices shall be given to either

party may be changed by written notice given by the subject party to the other as provided in this section; but nothing herein contained shall preclude the giving of any such notice by personal service.

**ASSIGNMENT**

16. Permittee shall not assign this Permit in any event or otherwise transfer the right to use the Premises or any part thereof and will not permit the use of the Premises by anyone other than the Permittee, without the prior written consent of State.

**PARTNERSHIP  
DISCLAIMER**

17. Permittee and any and all agents and employees of Permittee shall act in an independent capacity and not as officers or employees of State. Nothing contained in this Permit shall be construed as constituting the parties as partners, joint venturers or any other relationship except that of landowner and permittee.

**RECOVERY  
OF LEGAL  
FEES**

18. If action is brought by State for the recovery of any permit fee or other payment due under the provisions of this Permit or for any breach or default hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to State against Permittee under this Permit, and if State shall prevail in such action, then Permittee shall pay to State such amount in attorneys' fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

**HOLD HARMLESS**

19. (a) This Permit is made upon the express condition that State is to be free from all liability and claims for damages by reason of any injury (including death) to any person or persons, including Permittee, or damage to or loss of property of any kind whatsoever and to whomsoever belonging, including Permittee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the Term of this Permit or any occupancy hereunder, except those arising out of the gross negligence or willful misconduct of State. Permittee shall report all injuries and losses to State immediately upon discovery.

(b) Permittee agrees to defend, indemnify and hold harmless State of and from any and all claims, liabilities, losses, costs, expenses, damages or obligations on account of or arising out of any such injury, damage or loss, however occurring. The obligations of Permittee under this Section 19 shall survive the expiration or termination of this Permit.

**DEFAULT**

20. LESSEE shall make all payments to the State without deduction, default or delay (except for offsets explicitly allowed hereunder). In the event of the failure of LESSEE to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of LESSEE or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Permit may, at the non-defaulting party's sole discretion, be terminated. Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, then the time to cure may be extended through writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this Permit may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this Permit, it shall be lawful for State to enter the Premises and every part thereof and remove and store at LESSEE's expense all

property therefrom. In the event State terminates this Permit pursuant to this section, State shall not be required to pay LESSEE any sum or sums whatsoever.

**INSURANCE**

21. Permittee shall maintain in effect throughout the Term insurance that meets the requirements of this Section 21. Permittee shall furnish State certificates of insurance and endorsements with the State's Permit Number ( ) indicated on the face of the certificate, issued to State with evidence of insurance as follows:

**Commented [A6]:** Insurance limits in this section are the minimum coverage amounts that DGS will accept. Higher limits may be appropriate for some permits.

**COMMERCIAL GENERAL LIABILITY**

**INSURANCE (CONT)**

Permittee shall maintain Commercial General Liability insurance with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate, as well as Fire Legal Liability of not less than THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00).

The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under this Permit as an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the limits of liability of the policy.

The policy must include State of California, Department of Fish and Wildlife, and its officers, agents, and employees as additional insureds by endorsement, but only insofar as the operations under this Permit are concerned.

**AUTOMOBILE LIABILITY**

Permittee shall maintain motor vehicle liability with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per accident. The policy must include the State of California, Department of Fish and Wildlife, and its officers, agents, and employees as additional insureds by endorsement with respect to liability arising out of all vehicles owned, hired and non-owned.

**WORKERS' COMPENSATION**

Permittee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of activities under this Permit, including special coverage extensions where applicable. Employer's liability limits of ONE MILLION DOLLARS (\$1,000,000.00) shall be required, and the policy shall include a waiver of subrogation in favor of State.

**GENERAL REQUIREMENTS**

Permittee shall ensure that each policy of insurance meets the following general requirements:

- (a) Insurance Companies must be rated at least A-/FSC Class VII by A.M. Best Company.
- (b) Permittee shall provide State with true copies of the policies and certificates of all required insurance satisfactory to State upon execution of this Permit and within thirty (30) days after each insurance policy renewal.
- (c) Coverage must be in force for the complete Term of this Permit. If an insurance policy expires or is non-renewed during the Term, then State must receive true copies

of new policies and new certificates of insurance within ten (10) days following the expiration date of the existing policy. This new insurance must still meet the original requirements of this Permit.

(d) Insurance policies shall contain a provision that coverage will not be cancelled, non-renewed or materially modified without at least thirty (30) days prior written notice to State.

(e) Permittee shall provide State a copy of any notice of cancellation, material modification or non-renewal of insurance within five (5) business days following receipt.

(f) Permittee is responsible for any deductible or self-insured retention contained within the insurance program.

(g) In the event Permittee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this Permit upon the occurrence of such event, subject to the provisions of this Permit.

(h) Primary Clause: Any required insurance contained in this Permit shall be primary, and not excess or contributory, to any other insurance carried by the State.

(i) State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

**FIRE AND  
CASUALTY  
DAMAGES**

22. State will not keep the Premises or any improvements which are constructed or installed by Permittee insured against fire or casualty, and Permittee will make no claim of any nature against State by reason of any damage to the business or property of Permittee or any third party in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of employees of State in the course of their employment.

**NON-  
DISCRIMINATION**

23. In the performance of this Permit, Permittee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

Permittee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Permittee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f), *et seq.*) and the applicable regulations promulgated thereunder (Title 2 Cal. Code Regs. Section 7285, *et seq.*) The applicable regulations of the Fair Employment and Housing Council implementing Government Code Section 12990 (a-f), *et seq.*, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Permit by reference and made a part hereof as if set forth in full.

Permittee shall give written notice of its obligations under this non-discrimination clause to any labor organizations with which Permittee has a collective bargaining or other agreement.

Further, Permittee shall post in conspicuous places available to employees and applicants for employment, all mandated notices/posters available through the California Department of Fair Employment and Housing. (Government Code Sections 12920-12994).

**REMEDIES FOR WILLFUL VIOLATIONS:**

(a) State may determine a willful violation of the Fair Employment Practices Act to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Permittee was a party, or upon receipt of a written notice from the Fair Employment Practices Council that it has investigated and determined that Permittee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(b) In case of a willful violation of the Fair Employment Practices Act, State shall have the right to terminate this Permit and any loss or damage sustained by State by reason thereof shall be borne and paid for by Permittee. The obligations of Permittee under this Section 23 shall survive the expiration or termination of this Permit.

**COMPLIANCE  
WITH LAWS**

24. Permittee shall, at its sole cost and expense, comply with all Laws (as defined in Section 50) now in force, or which may hereafter be in force pertaining to Permittee, the Premises or any activity on or use of the Premises under this Permit.

**HAZARDOUS  
SUBSTANCES**

25. (a) The term "**Hazardous Substance**" as used in this Permit shall mean any product, substance or waste whose presence, use, manufacture, disposal, transportation or rePermit, either by itself or in combination with other materials on the Premises, is: (i) potentially injurious to public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of State to any governmental authority or third party under any applicable statute or common law theory. Hazardous Substances shall include, without limitation, hydrocarbons, petroleum, gasoline and/or crude oil or any products, by-products or fractions thereof.

(b) Permittee shall not possess, generate, store, use, transport, or dispose of any Hazardous Substance in, on, under or from the Premises without the prior written consent of State. If Permittee obtains such consent, Permittee agrees to comply with all applicable Laws pertaining to the Hazardous Substance (**Environmental Laws**). Permittee shall not cause or permit any Hazardous Substance to be spilled or rePermitted in, on, under or about the Premises and shall promptly, at Permittee's expense, comply with all Environmental Laws and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination, and for the maintenance, security and/or monitoring, of the Premises or neighboring properties that was caused or materially contributed to by Permittee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the Term of this Permit, by or for Permittee or any third party other than State.

(c) If Permittee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by State, Permittee shall immediately give written notice of that fact to State and provide State with a copy of any report, notice, claim or other documentation which Permittee has concerning the presence of such Hazardous Substance.

(d) Permittee shall indemnify and hold harmless State and its officers, directors, employees, agents and representatives from and against any and all claims, liabilities, judgments, losses, costs, fines, penalties, damages and expenses (including attorneys' and consultants' fees) arising out of or involving any Hazardous Substance brought onto the Premises by or for Permittee or any third party other than State (except for underground migration of Hazardous Substances not caused or contributed to by Permittee). Permittee's obligations shall include, without limitation, the effects of any contamination or injury to person, property or the environment created or suffered by Permittee and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Permit.

(e) If Permittee is required to prepare a Business Plan, as specified by Health and Safety Code Section 25500, *et seq.*, or a Hazardous Waste Contingency Plan, as specified in Title 22 Cal. Code Regs. Section 66264.51, *et seq.*, then Permittee shall first submit a copy of the plan to State.

(f) If Permittee or any agent, employee, contractor or invitee of Permittee generates any regulated hazardous waste on the Premises, Permittee agrees to dispose of such waste in accordance with all applicable Laws and requirements. Copies of all hazardous waste manifests or disposal certificates shall be submitted to the State.

(g) Without limiting any other provision of this Permit, storage of Hazardous Substances shall comply with Title 22 Cal. Code Regs. Section 66264.1, *et seq.* and all applicable fire regulations. Permittee shall not apply to become a "permitted" hazardous waste storage facility.

**(h) State reserves the right to inspect, or have its representatives inspect, all areas of the Premises for the purpose of determining compliance with the requirements of this Section 25.**

(i) At the request of State, Permittee shall provide copies of Material Safety Data Sheets (MSDS) for all Hazardous Substances on the Premises.

(j) Termination of this Permit by either party or abandonment or vacation of the Premises by Permittee shall not relieve Permittee of its obligations under this Section 25, unless otherwise specifically so agreed by State in writing.

(k) In the event a government order is issued naming Permittee, or Permittee incurs any liability during or after the Term of this Permit, in connection with any Hazardous Substance contamination which pre-existed Permittee's use of the Premises, then upon presentation to State of proof that the condition pre-existed Permittee's use of the Premises, as between Permittee and State, State shall be responsible for such contamination. Permittee shall have the burden of proof that the condition pre-existed Permittee's use of the Premises.

(l) Where Permittee is found to be in breach of any provision of this Section 25 due to the issuance of a government order directing the Permittee to cease and desist any

illegal action in connection with a Hazardous Substance, or to investigate, remove, remediate or abate any contamination caused or contributed to by Permittee or any third party other than State, Permittee shall be fully and solely responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

**DEBT LIABILITY  
DISCLAIMER**

- 26.** State will not be liable for any debts or claims that arise from the operation of this Permit.

**TAXES /  
ASSESSMENTS**

- 27.** Permittee agrees to pay all lawful taxes, assessments (general and special, ordinary and extraordinary), fees or charges which at any time may be levied upon any interest in this Permit or any possessory right which Permittee may have in or to the Premises.

Permittee further agrees to pay all lawful taxes on improvements, assessments, and charges on goods, merchandise, fixtures, appliances, equipment and property owned by Permittee in or about the Premises.

Should Permittee be assessed by any jurisdiction claiming an assessment right, Permittee shall immediately contact the State Representative by telephone at the number referenced in Section 15 of this Permit, and shall also provide a written copy of all assessment notices and/or claims to State.

The interest of Permittee created by this Permit may be subject to property taxation and Permittee may be subject to the payment of property taxes levied on such interest.

Permittee agrees to pay any possessory interest tax or any other tax levied on Permittee's interest and to indemnify and hold State harmless from and against any damage or loss arising by reason of any such tax or Revenue and Taxation Code Section 107.6.

**PROTECTION OF  
PREMISES**

- 28.** (a) No dumping of refuse or removal of humus, soil, sand, gravel or rock by Permittee or any third party is permitted in any area of the Premises.

Permittee agrees not to cut, damage or remove, or allow any other person to cut, damage or remove any trees, shrubs, vines, plants, wood or brush on the Premises unless approved in writing by State. Permittee shall at all times exercise due diligence in the protection of the Premises against damage or destruction by fire or other cause.

(b) Permittee shall operate the Premises during the Term in accordance with **Exhibit "B"** and generally accepted and recommended grazing and haying practices and procedures. Permittee agrees that any damage to the Premises, including without limitation any equipment, pipelines, pumps, ditches, bridges or culverts upon said lands, by Permittee, any of Permittee's agents, employees, contractors or invitees, or any livestock brought or kept on the Premises, shall be repaired at Permittee's own cost and expense.

**NO REMOVAL OF  
STATE EQUIPMENT**

- 29.** Permittee shall not remove any fixtures, machinery, equipment or other property of State from the Premises.

**WEEDS; DISEASE  
FREE**

- 30.** All materials, equipment and supplies brought on the Premises shall be free from weeds and disease. No weed burning operations are permitted on the Premises unless approved in writing by State and carried out as provided in Section 41.

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(FISH AND GAME CODE SECTION 1010)  
DFW 587 (REV 12/3/19)

- |                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>FACILITY RULES<br/>AND<br/>REGULATIONS</b> | <b>31.</b> Permittee shall comply with all rules and regulations applicable to the State Property of which the Premises are a part, as set forth in Division 1 of Title 14 of the California Code of Regulations. No prohibited or illegal article or material shall be brought on the Premises.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>LIVESTOCK;<br/>ANIMAL<br/>HUSBANDRY</b>    | <b>32.</b> (a) All livestock brought or kept on the Premises shall be free from disease. Unless State authorizes or requests Permittee to bury or otherwise dispose of remains on the Premises, Permittee agrees to immediately remove any livestock which may die or be killed on the Premises.<br><br>(b) Permittee shall follow good grazing and animal husbandry practices to prevent overgrazing. State may at any time make an independent analysis as to whether an overgrazed condition exists. Such analysis will indicate overgrazed conditions and may include a determination of forage levels, at various times, during the grazing period. State shall have the right, upon reasonable written notice to Permittee, to require Permittee to move livestock from any area within the Premises where an overgrazing situation may exist for a period of time consistent with the State's analysis. If authorized by State, supplemental feeding may be implemented. If supplemental feeding is used, the feed shall be certified weed-free. Distribution of any supplemental feed will be such that livestock are not concentrated so as to damage vegetation or soil.                                                          |
| <b>ALTERATIONS</b>                            | <b>33.</b> (a) No alterations, additions, improvements, changes or modifications to the Premises, other than routine repairs, are to be made without the prior written approval of State.<br><br>(b) All work done by Permittee on the Premises shall be done in a good and workmanlike manner and in conformity with all applicable Laws, including without limitation the Public Works and Prevailing Wage requirements identified in Section 14 if applicable. Permittee shall keep the Premises free from any and all liens and charges on account of labor or materials furnished to or at the request of Permittee at or for use on the Premises.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>RIGHT TO ENTER</b>                         | <b>34.</b> During continuance in force of this Permit, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, officers, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon the Premises for monitoring, survey, inspection, or any other lawful State purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>RELOCATION</b>                             | <b>35.</b> (a) Permittee acknowledges and agrees that in the event State terminates this Permit pursuant to its terms, PERMITTEE shall have no claim against the State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to Government Code Section 7260, <i>et seq.</i> , or any regulations implementing or interpreting such sections.<br><br>PERMITTEE further agrees that it shall have no claim in either law or equity against State for damages or other relief should this Permit be terminated, and Permittee hereby waives any and all such claims that it may have.<br><br>(b) Should State determine during the Term that conditions warrant a change in location of the Premises, a reduction in size of the Premises, the number of livestock required or permitted on the Premises, or the duration of the grazing period; or that the Premises will interfere with planned operations or construction of State facilities, then State shall have the right, upon not less than ten (10) days' prior written notice to Permittee, to do any or all of the following: relocate all or a portion of the Premises as defined in this Permit, reduce the size of the Premises, the number of livestock |

required or permitted on the Premises (within the limits provided for in the Operations Plan attached as **Exhibit "B"**), and the duration of grazing as set forth in this Permit. **[If the annual permit fee stated in Section 5 is based upon the acreage of the Premises, include:** If the size of the Premises is reduced, then State will adjust the permit fee during the period of such change to a sum computed in proportion to the change in acreage.] **[If the annual permit fee stated in Section 5 is based on AUM, include:** If the duration of the grazing period or number of livestock required or permitted on the Premises is reduced, State will adjust the permit fee during the period of such change in proportion to the change in AUM.] If the permit fee is reduced as provided in this Section 35(b), then State shall credit any prepaid unearned permit fee to the next permit fee payment then due from Permittee or return any prepaid unearned permit fee to Permittee.

**Commented [A7]:** Operations plan should specify minimum and maximum

**Commented [A8]:** Choose whichever applies. Acres or AUM, based on the IFB or RFP.

Permittee shall reasonably coordinate with State in connection with the relocation of the Premises to a new location within property of State and any other change(s) pursuant to this Section 35(b).

**FAILURE TO  
PERFORM**

- 36.** In the event of the failure, neglect, or refusal of Permittee to do or perform any act or thing in this Permit provided to be done or performed by Permittee, State shall, at its option, have the right to do and perform the same, and Permittee hereby covenants and agrees to pay State the costs and expenses thereof on demand, together with interest on such sums at the highest rate allowed by law from the date of demand until paid in full.

**MINERAL RIGHTS**

- 37.** Permittee agrees not to interfere in any way with the interests of any person or persons that may presently, or in the future, hold any right, title or interest in or to oil, gas, oil shale, coal, phosphate, sodium, gold, silver or any other mineral deposits in, upon or under the Premises; nor shall Permittee in any way interfere with the rights of ingress and egress of said interest holders. Access rights to prospect for, mine or remove minerals shall be designated at specific location(s) as reasonably agreed upon by State, Permittee and the interest holder(s), with the intent of causing the minimum amount of disruption to Permittee's use of Premises.

**DISPOSITION OF  
PERMITTEE'S  
IMPROVEMENTS**

- 38.** During the Term of this Permit, ownership of any structures and/or improvements constructed on the Premises by Permittee shall be vested in Permittee. Any such construction is subject to the requirements of Section 33. At the expiration or termination of this Permit, all structures and/or improvements constructed on the Premises by Permittee shall vest in State, unless State elects to require Permittee to remove them. Permittee shall deliver said structures and/or improvements to State in good condition and repair, reasonable wear and tear excepted, without compensation to Permittee or any third party, free and clear of all claims to or against them or the Premises. Permittee shall indemnify, defend and hold State harmless from all liabilities, losses, costs, damages or expenses arising from such claims or from the exercise by State of its rights under this section.

Equipment and other property placed in, upon, or under the Premises or its appurtenances by Permittee shall remain the property of Permittee and shall be removed by Permittee, at its sole cost and expense, upon the expiration or termination of this Permit.

Should Permittee fail to do so by the date of such expiration or termination, State may remove and store such property at the risk of Permittee, and all costs and expenses of such removal and storage shall be paid by Permittee on demand, together with interest at the highest rate allowed by law from the date of demand until paid in full; provided,

however, upon expiration or termination of this Permit, Permittee may, with the written consent of State, abandon in place any and all of said equipment, whereupon title to said equipment as abandoned by Permittee shall vest in State.

If State so elects, Permittee at its cost shall remove any structures and/or improvements constructed by Permittee and restore the Premises to the condition that existed as of the Commencement Date. Such removal and restoration shall be completed by the end of the Term, or within sixty (60) days after notice of election is given, whichever is later. Should Permittee fail to do so, State may remove the same at the cost and expense of Permittee, which shall be payable upon demand by State, together with interest at the highest rate allowed by law from the date of demand until paid in full.

The obligations of Permittee under this Section 38 shall survive the expiration or termination of this Permit.

**EASEMENTS AND  
RIGHT OF WAY**

- 39.** This Permit is subject to all existing easements and rights of way. State reserves the right to grant additional easements as State determines may be necessary or appropriate and Permittee hereby consents to the granting of any such easement. State will use reasonable efforts to require the easement grantee to reimburse Permittee for any damage caused by any construction work on the Premises.

**WASTE/  
NUISANCE**

- 40.** Permittee shall not use the Premises or permit any other person to use the Premises or any part thereof, nor allow any person access to the Premises, for any use which constitutes waste, nuisance, or an unreasonable annoyance to State. Permittee shall, at all times during the Term, at its sole cost, do all things necessary to maintain the Premises in a clean and sanitary manner and will not use, or permit any other persons to use the Premises for disposal or storage of any hazardous or noxious products, except as may otherwise be approved in writing by the State.

**BURNING  
PROHIBITION**

- 41.** No burning is allowed on the Premises without prior written consent of State. Permittee shall carry out any burning operations on the Premises pursuant to the Operations Plan and all applicable Laws and at Permittee's own cost and expense. Permittee shall reimburse State all firefighting costs incurred by State for extinguishing any fire resulting from any use of the Premises under this Permit.

**SIGNS**

- 42.** No signs are to be placed or installed on the Premises without the prior written approval of State, including as to placement, size, color, and wording. State shall not unreasonably withhold approval of one sign identifying Permittee near the entrance of the Premises. Permittee shall obtain any and all permits and approvals as may be required for Permittee to place any sign on the Premises.

**FENCING**

- 43.** Permittee shall, at its sole cost and expense and subject to the prior written approval of State, provide and maintain in good condition and repair at all times, necessary boundary fences to control ingress and egress of livestock and prevent trespass on or from the Premises. State does not warrant the existence of required fences in and around the Premises.

Such fences, corrals, and cross fences that are now installed may not be the property of State and State does not warrant their ownership, condition or availability for Permittee's use. Permittee may, with prior written approval of State, at Permittee's sole cost and expense, provide other fencing not inconsistent with State's use of the Premises and State Property. Such other fences so installed by Permittee shall remain the property of Permittee and shall be removed by Permittee upon the

expiration or termination of this Permit, except that with the prior written approval of State such fences may remain in place and shall become the property of State upon expiration or termination of this Permit.

**RODENT/  
PREDATOR  
CONTROL  
PEST  
CONTROL**

- 44.** Permittee shall not implement any rodent or predator control activity on the Premises without the prior written approval of State.

- 45.** (a) Permittee shall at all times cooperate with the County Agricultural Commissioner and the State Department of Food and Agriculture relative to the prevention, control and eradication of any pest or disease which might do material damage to the Premises or other adjacent property.

(b) Should Permittee desire to use pesticides on the Premises, such use must comply with all applicable Laws, including those of the United States Environmental Protection Agency (EPA), California Department of Pesticide Regulation and county or counties in which the Premises is located. Prior approval for use of pesticides must also be received from State, as not all EPA-approved pesticides may be used on State property. For the purposes of this Permit, the definition of "pesticide" shall be the same as that found in California Food and Agricultural Code Section 12753, as that section may be amended or superseded. No aerial application of pesticides will be permitted unless specifically approved by State, in writing, prior to any application. Permittee shall submit Form DFW-679 (available from the State Representative) to the State Representative by February 1st of each year in which Permittee desires to use pesticides. State will consider requests from Permittee for the allowance of emergency pesticide application unanticipated in the annual Form DFW-679. Should management of the Premises necessitate an emergency pesticide application deemed necessary by State, Permittee shall submit to State additional Form DFW-679s, at least seven (7) days prior to the application of pesticides. State reserves the right to disapprove the use of any pesticide.

(c) Permittee shall obtain all local, state, or federal permits required, including restricted pesticide use permits, and comply with all conditions of those permits. Permittee shall submit a copy of each permit to the State Representative promptly after Permittee obtains it.

**WAIVER**

- 46.** (a) The exercise by State of any right, option or privilege existing at law, in equity or by virtue of this Permit shall not preclude State from exercising any and all other such rights, options and privileges, and State's failure to exercise any such right, option or privilege shall not be deemed a waiver thereof, nor shall it relieve Permittee from its obligations to observe and perform each and every term, covenant, provision and condition on its part to be observed and performed pursuant to the provisions of this Permit or as required by law, nor shall it relieve Permittee from damages and other remedies for its failure to perform or meet its obligations to State.

(b) The waiver by State of any breach of any term, covenant, provision or condition of this Permit by Permittee shall not be deemed to be a waiver of such term, covenant, provision or condition nor any subsequent breach of the same, or any other term, covenant, provision or condition of this Permit. The subsequent acceptance by State of payment or other performance required by this Permit shall not be deemed to be a waiver of any preceding breach by Permittee of any term, covenant, provision, or condition of this Permit, regardless of State's knowledge of such preceding breach at the time of its acceptance of such payment or performance.

(c) Notwithstanding anything in this Section 46 to the contrary, State may waive any term, covenant, provision or condition of this Permit, or any known breach thereof, and State may waive any of its known rights, options or privileges; provided, however, such waiver must be express and not by implication and must also be in writing duly executed by State and delivered to Permittee.

**SEVERABILITY**

47. If any term, covenant, condition or provision of this Permit or application thereof shall, to any extent, be invalid or unenforceable as determined by a court of competent jurisdiction, the remainder of this Permit shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

**AUDIT**

48. Permittee agrees that State, the Department of General Services, the Bureau of State Audits, or their designated representative(s) shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Permit. Permittee agrees to maintain such records for possible audit for a minimum of three (3) years after the expiration or termination of this Permit unless a longer period of records retention is stipulated. Permittee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Permittee agrees to include a similar right of State to audit records and interview staff in any subcontract related to performance of this Permit (Public Contract Code Section 10115 *et seq.*, Title 2 California Code of Regulations Section 1896). Permittee shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation set forth in Public Contract Code Section 10115.10.

**UNDERSTANDING OF PERMIT**

49. This Permit contains the entire understanding of the parties and the parties agree that there is no other written or oral understanding between the parties in respect to the Premises or this Permit.

**MISCELLANEOUS**

50. (a) Whenever words or provisions imposing an obligation or duty on either party are used herein, such words or provisions shall have the same force and effect as though phrased in the form of an express covenant.
- (b) The language in all parts of this Permit shall in all cases be construed simply and according to its fair meaning and not strictly for or against either of the parties.
- (c) Permittee shall conduct the activities authorized by this Permit on and in connection with the Premises with due diligence and efficiency.
- (d) The term "**Laws**" as used in this Permit, shall mean all valid laws, statutes, ordinances, rules, orders and regulations promulgated or issued by federal, state, municipal, local and administrative authorities.

**AUTHORITY**

51. If Permittee is a corporation, limited liability company or other entity, each individual executing the Permit on behalf of Permittee represents and warrants that he/she is duly authorized to execute and deliver this Permit on behalf of Permittee in accordance with a duly adopted resolution or other appropriate action of the Board of Directors or governing body of Permittee, and that this Permit is binding upon Permittee in accordance with its terms. Permittee shall, concurrently with the execution of this Permit, deliver to State a certified copy of the resolution of the Board or other action authorizing the execution of this Permit.

State OF CALIFORNIA - DEPARTMENT OF FISH AND WILDLIFE  
**PERMIT FOR EXCESS VEGETATION DISPOSAL**  
(FISH AND GAME CODE SECTION 1010)  
DFW 587 (REV 12/3/19)

- MUTUAL CONSENT**      **52.** Notwithstanding anything to the contrary in this Permit, the provisions of the Permit may be altered, changed, or amended only by mutual written consent of the parties hereto.
- COUNTERPARTS**      **53.** This Permit may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Permit and of signature pages by electronic mail in "portable document format" ("pdf") form or by any other electronic means shall constitute effective execution and delivery of this Permit, as long as the original signatures will follow in the mail.
- BINDING**      **54.** The terms of this Permit and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto, subject to the limitations on assignment and transfer in this Permit.
- SECTION HEADINGS**      **55.** All section headings contained in this Permit are for convenience of reference only and are not intended to define or limit the scope of any provision of this Permit.
- TIME OF ESSENCE**      **56.** Time is of the essence of each and all of the provisions, covenants and conditions of this Permit.
- EXHIBITS**      **57.** The following Exhibits are attached to and incorporated by reference in this Permit:  
**Exhibit "A"** – Map Showing Premises  
**Exhibit "A-1"** – Description of Premises  
**Exhibit "B"** – Operations Plan  
  
If there is any conflict between the provisions of this Permit and any Exhibit, the provisions of this Permit shall govern and control.

**Attach Signature Page (Separate File)**

**Add, and alter as needed, the appropriate DFW587 Signature block:**

- **DFW587 Signatures Exempt from DGS.docx, or**
- **DFW587 Signatures Including DGS.docx**

SAMPLE

**EXHIBIT "A"**

Map Showing Premises

*[Attach Map]*

SAMPLE

**EXHIBIT "A-1"**

Description of Premises

*[Attach Legal Description of Premises]*

SAMPLE

**EXHIBIT "B"**

Operations Plan

*[Attach Operations Plan]*

SAMPLE