

CONWAY RANCH CONSERVATION EASEMENT MANAGEMENT PLAN

October 2014

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I. INTRODUCTION

(a) Management Plan Purposes and Uses

The purpose of the Conway Ranch Management Plan is to provide that aquaculture and livestock grazing operations, natural resource management, and public uses be conducted in a manner and to an extent that will not impair the Conservation Values and that all uses are consistent with the terms and purpose of the Conservation Easement (Exhibit A: Map of Conservation Easement). These activities shall be consistent with the best management practices for the general geographic area, and consistent with all applicable laws and regulations. This plan is an initial effort at documenting the current activities that take place on the property and sets forth the process for determining future management direction.

It is recognized that this property and its water have been manipulated, managed, and utilized by various owners and lessees since at least 1872 when it was first homesteaded by James Wilson and Harlan P. Noyes. Natural and human caused changes will inevitably occur on this property in the future and one goal of this Management Plan is to provide a framework for responding to those changes with actions that ensure the preservation and function of the protected natural habitats, scenic vistas, and public access resources.

The process of creating and modifying this plan is based on the concept of collaboration and cooperation between the landowner and the easement holder. It may be desirable to seek the expertise of outside agencies, organizations, and consultants to provide technical advice for improving the condition and functionality of the property. To achieve this outcome, these agencies, such as the USDA Natural Resources Conservation Service (NRCS), may be invited to participate in updating the Management Plan.

(b) Protocols for Updating Management Plan

The Conway Ranch Management Plan may be updated and adjusted anytime as necessary, by mutual agreement of Mono County and Eastern Sierra Land Trust (ESLT) or successor easement holder. It is anticipated that some adjustments to the Management Plan will be due to the results of the annual Conservation Easement monitoring. In any case, the Management Plan will be updated by Mono County and approved by ESLT no less frequently than once every five years.

Requests for changes to the Management Plan shall follow the Notices section (Section 21) of the Conservation Easement. Mono County and ESLT will make every effort to schedule updates

and requests for changes to the Management Plan for the Annual Meeting timeframe to facilitate efficient communications. Written requests or communications may be made by personal delivery, overnight delivery, regular mail, e-mail, or facsimile transmission, with hard copy by mail following email or facsimile. Where consent of ESLT is required, approval shall be sought as described in Section 8a(v) for aquaculture and Section 9 for other approvals of the Conservation Easement.

If agreement is not reached on updates or changes to the Management Plan, Mono County and ESLT may mediate the disagreement, as described in Section 11 (Disputes and Remedies), in the Conservation Easement. If mediation is not successful, legal action may be undertaken.

(c) Mono County-ESLT Annual Meeting

To provide the opportunity for appropriate and timely adaptive management of the property and to foster good communication, ESLT and Mono County will convene an Annual Meeting each year prior to April 1. Prior to the Annual Meeting, Mono County will provide an Operations Plan to ESLT for the year that will address planned sheep grazing and associated irrigation, commercial aquaculture and associated groundwater extraction, public access activities and infrastructure improvements, other commercial activities, and any other planned activities on the property.

ESLT will respond to the Operations Plan based on the following criteria: a) livestock grazing and irrigation practices shall employ best management practices as determined by the active Grazing Lease provisions, b) groundwater extraction is consistent with the current Water Study and Annual Groundwater Monitoring Program and there is no risk of impairing the Conservation Values, c) public access and infrastructure improvements, and any other planned activities, do not impair or adversely impact the Conservation Values. The Operations Plan will also include any desired changes or updates to the Management Plan. This document will become effective upon the mutual consent of Mono County and ESLT.

ESLT will provide a report on the previous year's annual monitoring of the Conservation Easement prior to the Annual Meeting. Updates to the Management Plan based on the results of the annual monitoring and any desired management changes will be discussed.

(d) Public and Agency Involvement in the Management and Operations Plans

Mono County will provide the annual Operations Plan prior to a public meeting each year in the Lee Vining area so that interested parties can provide comments and input. Updates and changes to the Management Plan will also be provided to the public prior to this meeting. Interested federal and state agencies, including the original grant Funders, will be notified and invited to participate.

(e) Annual Conservation Easement Monitoring and Enforcement

Annual monitoring is the right and the responsibility of the Conservation Easement holder in order to determine the efficacy of implementation practices established in the Management Plan as well as to ensure that the terms of the Conservation Easement are being upheld. ESLT has the right to enter upon, inspect, observe, and evaluate the property to identify the current condition of, and uses and practices on, the property to determine whether they are consistent with the Conservation Easement. The original grant Funders may accompany ESLT on its annual monitoring visits. This monitoring will be supported through the Baseline Documentation Report (Exhibit B) and subsequent reviews, using photographs and narrative descriptions, among

other evaluation tools. Monitoring will consider issues such as changing conditions in the vicinity of the Property and impacts to Conservation Values, water conditions, weather and climate conditions, unusual natural events, vegetative variety and quality, and trends in resource conditions. Details about annual monitoring are located in Section 10 of the Conservation Easement.

As described in ESLT's Monitoring Policy (Exhibit C) and in Section 10 of the Conservation Easement, as landowner, Mono County will be contacted in advance of the proposed monitoring visit and encouraged to take part in the visit. They will also be given the opportunity to discuss the easement and any concerns or questions they may have. All contact with the landowner will be documented and records kept in the permanent and working stewardship files.

ESLT staff shall send at least one written communication to the easement landowner prior to the visit describing the monitoring visit and schedule, and shall send at least one written communication following the monitoring that includes the annual monitoring report and addresses any issues identified in the visit, if applicable.

If questions or concerns arise regarding an activity or use of the property, ESLT will follow the steps outlined in its Enforcement Policy (Exhibit D).

II. BACKGROUND

(a) Property History

Insert relevant language from Baseline Conditions Report

(b) Easement Summary

Insert summary from final version of the easement

III. PROPERTY ACTIVITIES AND USES

(a) Management of the property as a sustainable working landscape, compatible with protection of conservation values.

The property has long been utilized for commercial livestock grazing and commercial aquaculture, pursuant to multi-year leases and licenses with third parties, and Mono County will continue to interact with, oversee, and, in that way, "manage" those uses of the Property. Some aspects of these activities are referenced in a Conservation Plan developed for Conway Ranch in 2005 by the National Resources Conservation Service (NRCS), which is incorporated herein by this reference (Exhibit E). The Plan provides some recommendations, but not requirements, for management of the Property, some of which the County has already followed or implemented and some of which it has not. The County may (but shall not be required to) implement or follow aspects of the Conservation Plan, or future updated plans, as it deems appropriate, in a manner that does not impair Conservation Values.

(i) Aquaculture

A portion of the Property within the Aquaculture Area has been utilized for commercial fish-rearing (aquaculture) pursuant to license agreements between the County and a private operator. As of the date this Management Plan was approved, there was no such agreement in place but it is possible that a new agreement will be entered into at a future date. Under previous

agreements, the County has provided the private operator with a nonexclusive license to use the Property and its fish-rearing facilities, which currently include several improved fish “raceways” consisting of converted irrigation ditches and concrete “boxes,” and also some ponds. Water for the fish-rearing comes from use of the County’s adjudicated Mill Creek water rights, which is conveyed to the Property through Wilson Creek after flowing through the Lundy hydroelectric plant and released by Southern California Edison. Said water can be diverted from Wilson Creek to the fish-rearing facilities using two diversion pipelines (the “bell” and “bowl” diversions).

The County has typically interacted with such a private operator regarding its operations to the extent necessary or appropriate under the license and to ensure compliance with that agreement. But the County does not typically exert any direct control over those operations or otherwise manage them. Topics of interaction include, but are not limited to, communications regarding surface water flows and releases by Southern California Edison into Wilson Creek, and the stocking of “rent fish” that the operator may be required to provide to the County under the license agreement as consideration for its use of the Property.

Management Objectives:

- Continued use of the property for sustainable commercial aquaculture in a manner that protects the Conservation Values of the property.
- Aquaculture operations will be designed to function primarily on the Mill Creek Adjudicated Water Rights.
- Any proposed pumping or extraction of groundwater for aquaculture purposes or permitted facilities must be evaluated through a Grantor-funded environmental study (“Water Study”), including a temporary pump test (if recommended by the geo-hydrologist conducting the Water Study), and associated monitoring program.
- Prior to any expansion of aquaculture operations, Mono County will seek input on incorporating best practices for water and energy conservation from the appropriate state or federal agency, or other expert entity.
- Noxious plants will be controlled within the Aquaculture Area whether or not there is a licensee in place to manage the aquaculture operation.
- Aquaculture may be prioritized for water use over grazing, however adequate water must be provided to maintain existing wetlands and associated habitats.

Specific terms and requirements for the expansion of the aquaculture operation and extraction of groundwater are described in the Conservation Easement. When/if the County receives approval from ESLT for its expanded aquaculture plans, including the Aquatic Species Recovery Area, it will provide a proposed update to this Management Plan describing the new operations and the Water Study and monitoring program. The County will keep the Management Plan updated, describing any phased construction of the aquaculture expansion and the results of groundwater monitoring. The annual Operations Plan will include proposed levels of groundwater extraction, if any, based on the Annual Groundwater Monitoring Program created in the Water Study.

(ii) Livestock-grazing

Pursuant to the terms of its lease (Exhibit F), the current grazer (F.I.M. Corp) brings sheep onto the property once sufficient pasture has developed through irrigation utilizing the property's surface water rights. (See also Irrigation discussion below.) The northern portion of the property is irrigated to create pasture using the County's water rights under the Walker River decree, specifically through a diversion from Virginia Creek at the top of Conway Summit. That northern portion is ordinarily the first area to be grazed in any season. The other area grazed each year, generally later in the season, is Mattly Ranch. Mattly is irrigated for pasture using the County's water rights under the Mill Creek decree. This is the same water source utilized for aquaculture, as described below. The County has the right to make or change arrangements for sheep grazing with parties other than the current sheep-grazer, subject to the terms of the conservation easement.

As provided in the currently active Sheep Grazing Lease, the following "Land Use Policies and Restrictions" shall apply:

Property Management:

- (1) Salt or supplements for sheep should not be placed close to water, riparian zones, or known habitats of sensitive plants or wildlife species.
- (2) No fencing shall be constructed without the consent of the Irrigation Specialist (described below).
- (3) Sheep will be herded. Sheep should be moved on the property in a manner that will leave a minimum of four inches of key forage plant species on the property. Rotation of use areas will be achieved whenever practicable.
- (4) Sheep bedding grounds will not be within 250 feet from any historical structure, spring sources, natural wetlands, or the creek.
- (5) Lessee shall comply with any directive given to it by Lessor made in response to an action taken or designation made by an agency of the United States. In that event, Lessee may request Lessor to reduce the rent to be paid by the Lessee for its use of the property.

Water Quality

- (1) Spring sources, natural wetlands and creeks should be avoided. Sheep should be kept at least ten feet away from these areas.
- (2) Sheep and herders shall not disturb the fish raceways or other fish rearing facilities and shall not come within 100 feet of raceway areas.
- (3) All irrigation and movement of water will be managed by the Irrigation Specialist (described below) who will be designated by the County. The sheep grazer shall use their best efforts to assist the Irrigation Specialist with irrigation issues when the Irrigation Specialist requests such assistance.

Current best management practices, as defined by the NRCS, will be considered when updating the Sheep Grazing Lease, and when evaluating the condition of the grazing lands during annual monitoring. In addition, the County will consider concerns and recommendations of state and federal fish and wildlife agencies regarding possible impacts of sheep grazing on Sierra Nevada Bighorn Sheep and sage grouse.

(iii) Irrigation

As noted above, the property is irrigated by surface water from two sources: Virginia Creek (part of a federal decree governing the Walker River system) and Mill Creek. There is a diversion structure at the Lundy hydroelectric powerhouse that allows water flow to be directed toward

Mattly, Wilson Creek, and/or into the “return conveyance” that returns water to Mill Creek. The primary purpose of all such irrigation is creation of pasture for wildlife and livestock grazing. The secondary purpose of the irrigation is maintenance of certain irrigated meadows on the Property. Irrigation has typically been performed by a contractor for the County known as the “water master” or “irrigation specialist.” Tasks performed by the contractor include coordinating releases and conveyance of water from their sources to the portions of the Property being irrigated and, with the prior consent of the County, performing routine maintenance of the irrigation system. Such maintenance includes, but is not limited to, cleaning out and repairing ditches and sedimentation basins, managing water flows, and keeping head gates (diversion structures) in good repair. The contractor may also perform other property maintenance with the County’s consent, such as fence-mending. At times, the irrigation contractor has also been the same party engaged in sheep-grazing or aquaculture on the Property. The County has the right under this Management Plan to make and change any such contractual arrangements for irrigation as it deems appropriate, subject to the terms of the conservation easement, provided that the level and nature of such irrigation activities remain consistent with past practices and do not impair Conservation Values.

Non-routine maintenance and improvements of the irrigation system will be described in the County’s annual Operations Plan.

(iv) Small-scale Organic Agriculture

Within up to two (2) acres within the Aquaculture Area and on already disturbed areas, the County may engage or allow others to engage, in limited small scale agriculture, grown using organic practices, as allowed under the conservation easement.

Fallow areas will be maintained to avoid noxious weed invasion. Any such activity will be described in the annual Operations Plan and updated Management Plan by the County, along with appropriate plans for minimizing noxious weeds.

(v) CDFW Streambed Alteration Agreement (1600 Permit) Requirements

As a condition of approving the County’s installation of the Bell diversion pipeline, the California Department of Fish and Wildlife required the implementation of certain “compensatory measures” and “reporting measures” which are set forth in a Streambed Alteration Agreement and related enhancement plan developed by the County and IAG in conjunction with California Department of Fish and Wildlife (See Notification No. 1600-2012-0033-R6, incorporated herein by this reference). Such activities include releases of water into the former Bell diversion ditch for the benefit of willow habitat. The County is also responsible for creating between 9.5 to 15 acres of wetland, as per Article 3.1 of the Agreement.

(vi) Noxious Plants

Noxious plants are defined by the California Food and Agriculture Code as any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species and is difficult to control, or eradicate.

The currently active Sheep Grazing Lease (Exhibit G) addresses weed issues with the following provisions:

(1) Lessee will confer with Caretaker (who will be designated by Mono County and may change from time to time) to understand the locations of weed outcroppings on Conway Ranch.

- (2) Avoid driving through weed-infested areas.
- (3) Remove weeds from vehicles by washing thoroughly on a paved area or in a car wash.
- (4) Avoid disturbing native vegetation or creating seedbeds (open areas) when possible. This especially applies to sheep bedding areas where weed control will be necessary to reduce the likelihood that invasion occurs into adjacent stands of native vegetation.
- (5) Avoid grazing in areas where weed seed is ripe.
- (6) Remove and dispose of weed seeds from stock portion of the plant if grazing accidentally occurs in a weed infested area.
- (7) Carefully check livestock for weed seed and remove it before the animals are transported onto the Conway Ranch property.

(vii) Mono County – Bureau of Land Management Memorandum of Understanding for Collaborative Management of the property

A Memorandum of Understanding between Mono County and the Bureau of Land Management (BLM) for the cooperative management of Conway Ranch was entered into on May 8, 2008 and continues to be in effect (Exhibit G).

(viii) Southern California Edison Powerhouse Tailrace and associated infrastructure.

Southern California Edison (SCE) asserts a prescriptive easement for the purposes of infrastructure on the property related to their Lundy Hydroelectric Project, which include the Powerhouse tailrace. SCE may desire to maintain, repair, improve, or replace these facilities in the future, as well as create temporary access for those purposes. County permission may be sought and/or required for such activities. Any such activity that is expressly permitted by the County will be described by the County in the annual Operations Plan and updated Management Plan, along with appropriate plans for minimizing disturbance to the property as well as restoration of any impacted areas.

(b) Public access, public recreation, public education, and infrastructure related to such uses.

As described more fully in Chapter 13.40 of the Mono County Code, which is incorporated herein by this reference, the public has free access to portions of the Property outside of the “licensed fish-rearing and fishing area” (described in Chapter 13.40). Public recreation is permitted in those portions of the Property except those activities that are expressly prohibited by Section 13.40.020. Access into the “licensed fish-rearing and fishing area” requires the express permission of the County or its authorized agents, employees, contractors, lessees, or licensees; but with such permission, there has in the recent past been a “pay to fish” form of public recreation conducted within that area by a nonprofit entity pursuant to a separate agreement with the County.

There are no formal public education programs or activities managed by the County at this time.

County shall have the right to continue to authorize any such activities by nonprofit entities that are consistent with the Conservation Easement, and will include information about such authorization in the annual Operations Plan.

Public use of the property is governed by a Mono County Ordinance (Chapter 13.40 Public Use of Conway Ranch), which was enacted June 7, 2011 (Exhibit ____). The prohibitions include:

13.40.020 Prohibitions.

- A. Except as set forth below in subdivision (B), the following activities are unlawful and prohibited on Conway Ranch:
1. Entering or occupying the licensed fish-rearing and fishing area without the express permission of the county or its authorized agents, employees, contractors, lessees, or licensees.
 2. Creating or using a campfire or any other fire.
 3. Shooting, firing, or otherwise discharging a firearm, including but not limited to hunting and target practice, within the licensed fish-rearing and fishing area. Shooting, firing, or otherwise discharging a firearm is also prohibited within a one hundred fifty-yard buffer zone, defined above, around the north, northeastern, and western boundaries of this licensed area.
 4. Removing any form of real or personal property, including but not limited to buildings and fixtures or any portions thereof, fences, wood, plants, or artifacts of any kind.
 5. Defacing or otherwise damaging any real or personal property, including but not limited to buildings and fixtures.
 6. Taunting, vexing, or intentionally worrying any sheep, fish, or other agricultural animals.
 7. Driving or riding a vehicle, as defined (including bicycles), except on existing roads and parking areas. This prohibition does not apply to over-the-snow vehicles.
- B. Exception. The foregoing prohibitions shall not apply to the county or its authorized agents, employees, contractors, lessees, or licensees, nor shall they be construed as preventing any person from entering, occupying, or utilizing Conway Ranch or the licensed fish-rearing and fishing area in accordance with any permission granted to them by the county or by its authorized agents, employees, contractors, lessees, or licensees.

(c) Protection of historic resources

When funding and other resources are available, the County may engage in activities to restore one or more of the historic buildings on the Property. Otherwise, there is no formal program for protection of historic resources. The County will include a description of any proposed restoration of historic resources in the annual Operations Plan.

(d) Any alternate nonprofit or county commercial use of the property other than aquaculture or grazing

As noted above under Section 2 (regarding public recreation), there has previously been a “pay to fish” form of public recreation within that area by a nonprofit entity pursuant to a separate agreement with the County. The fishing activities have occurred in ponds on the Property. Temporary buildings have been used in conjunction with such activities. County shall have the right to continue to authorize any such activities by nonprofit entities that are consistent with the Conservation Easement.

Any other commercial activities are required to be non-motorized activities, other than film production which must utilize existing roads, that do not require any surface alteration or other development of the land and that do not impair the Conservation Values on the property. Any monetary proceeds from such commercial activities will be dedicated to the maintenance and operation of the property. Any proposed other commercial activities will be described in the annual Operations Plan.

(e) Construction, maintenance, and repair of the property's roads and trails

The County has no regular program for construction, maintenance, or repair of roads or trails on the Property. The County may, as necessary, authorize a contractor to perform such tasks in a manner consistent with the Conservation Easement.

(f) Communications with funders, lessees, easement holder, and regulatory agencies

The County shall designate a staff person to be the lead contact person for communications with funders, lessees, licensees, the easement holder, and regulatory agencies. That staff person may utilize other staff persons, including county counsel, to assist with such communications. The County may change its designated staff person at any time, and shall notify Grantee of any such change.

(g) Restoration, enhancement, and study of natural resources (if desired or required by the easement or regulatory agencies)

As discussed above under Section 1(a)(iv), certain enhancement activities are required by a 1600 permit (Streambed Alteration Agreement) with California Fish and Wildlife. From time to time, upon request, the County has permitted scientists to study natural resources of the Property in a manner that does not impair Conservation Values. In addition, representatives from regulatory agencies sometimes access the Property to observe its condition. Other than that, there are no ongoing activities to restore, enhance, or study natural resources.

(h) Property Restoration Upon Cessation of Aquaculture or Livestock Grazing Operations

In the event that Mono County and ESLT agree that aquaculture and/or livestock grazing operations on the property have permanently ceased or been significantly downsized, the Conservation Easement requires that restoration activities be conducted to allow any disturbed or improved portion of the land where the activity has permanently ceased to return to a natural or semi-natural condition consistent with the Conservation Values on the remainder of the land. The parties will work together to create a comprehensive restoration plan that will be funded and implemented by Mono County, with assistance by the ESLT as possible.

Structures:

- All unused sheds, buildings, fences, and aquaculture infrastructure that are not considered historic or otherwise important should be deconstructed and removed in a timely manner.

Vegetation:

- Following the removal of aquaculture infrastructure and agricultural fences and structures, the impacted area is to be restored with the goal of enhancing the natural, open space, and habitat values of the property.

Irrigation:

- Mono County will continue to provide irrigation to existing meadows and wildlife habitat.

(i) Any other activities and uses

From time to time and as deemed necessary, the County may itself, or through contractors, engage in any of the following property management activities:

- Inspect Property perimeter gates, fences, and roads to detect evidence of trespassing, vandalism, dumping of trash, erosion, and off-road activity.
- Maintain perimeter gates and fences in good working order, including but not limited to mending broken fences as necessary.
- Prevent fire hazards on the Property.
- Security and safety measures.

Such property management activities will be described in the annual Operations Plan and will be consistent with the Conservation Easement.

IV. REFERENCES

(a) Plan Preparers

This plan was prepared by Dan Lyster, Mono County Economic Development Director, Marshall Rudolph, Mono County Counsel, and Karen Ferrell-Ingram, Project Manager with Eastern Sierra Land Trust. Aaron Johnson, ESLT Lands Director, and Kay Ogden, ESLT Executive Director also contributed.

(b) Table of NRCS Conservation Practice Standards

NRCS CONSERVATION PRACTICE STANDARDS		
PRACTICE NAME	CODE	Year Completed
Fence	382	
Fish Raceway or Tank	398	
Grade Stabilization Structure	410	
Irrigation Water Conveyance, Plastic Underground Pipeline	430EE	
Irrigation Water Management	449	
Range Planting	550	
Access Road	560	
Sedimentation Basin	646	
Prescribed Grazing – Irrigated Pasture (CA)	528B	
Prescribed Grazing – Perennial Rangeland (CA)	528C	
Prescribed Grazing – Wetlands	528D	
Structure for Water Control	587	
Pest Management	595	
Water and Sediment Control Basin	638	
Improved Water Application	743	

(c) Other Resources

NRCS Field Office Technical Guide, detailed descriptions of Conservation Practice Standards and Specifications: <http://www.nrcs.usda.gov/wps/portal/nrcs/main/national/technical/fotg/>

CONWAY RANCH CONSERVATION EASEMENT MANAGEMENT PLAN – EXHIBITS

October 2014

Exhibit A-1 Conservation Easement Map

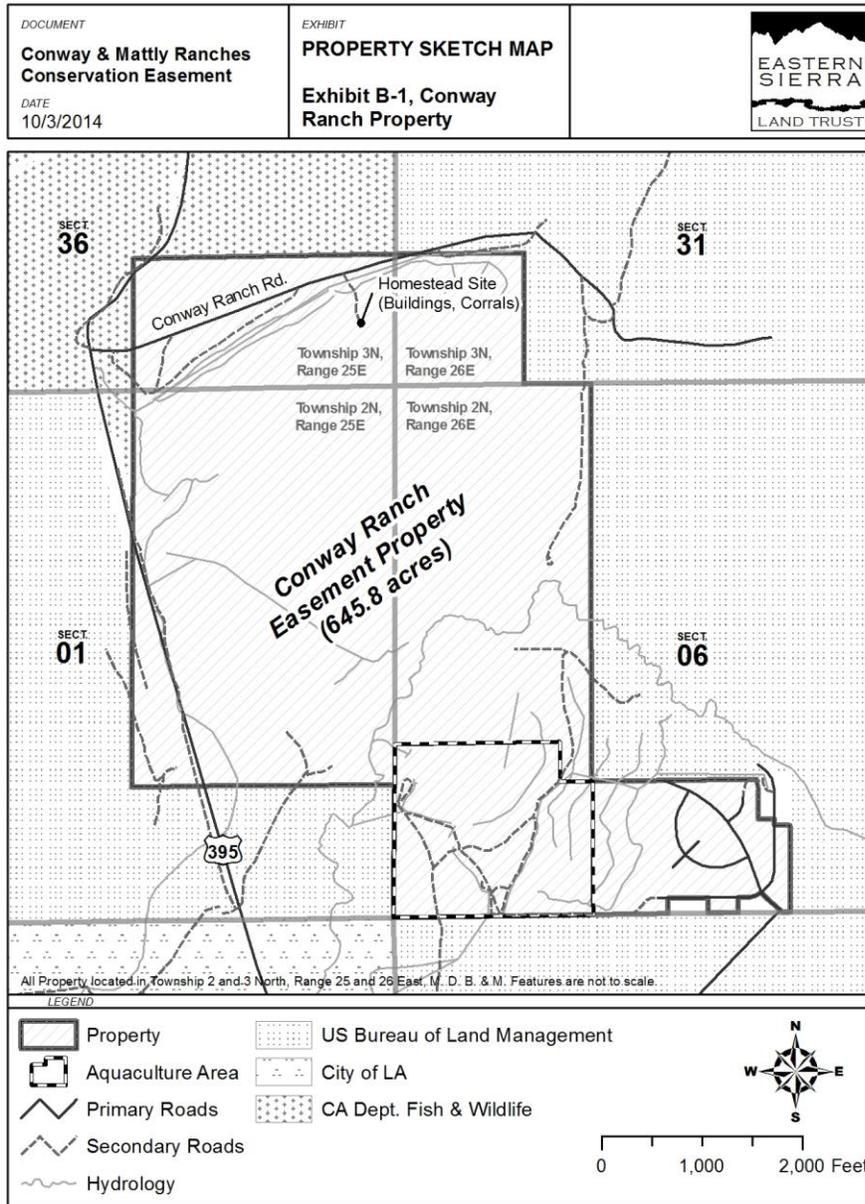


Exhibit A-2 Conservation Easement Map

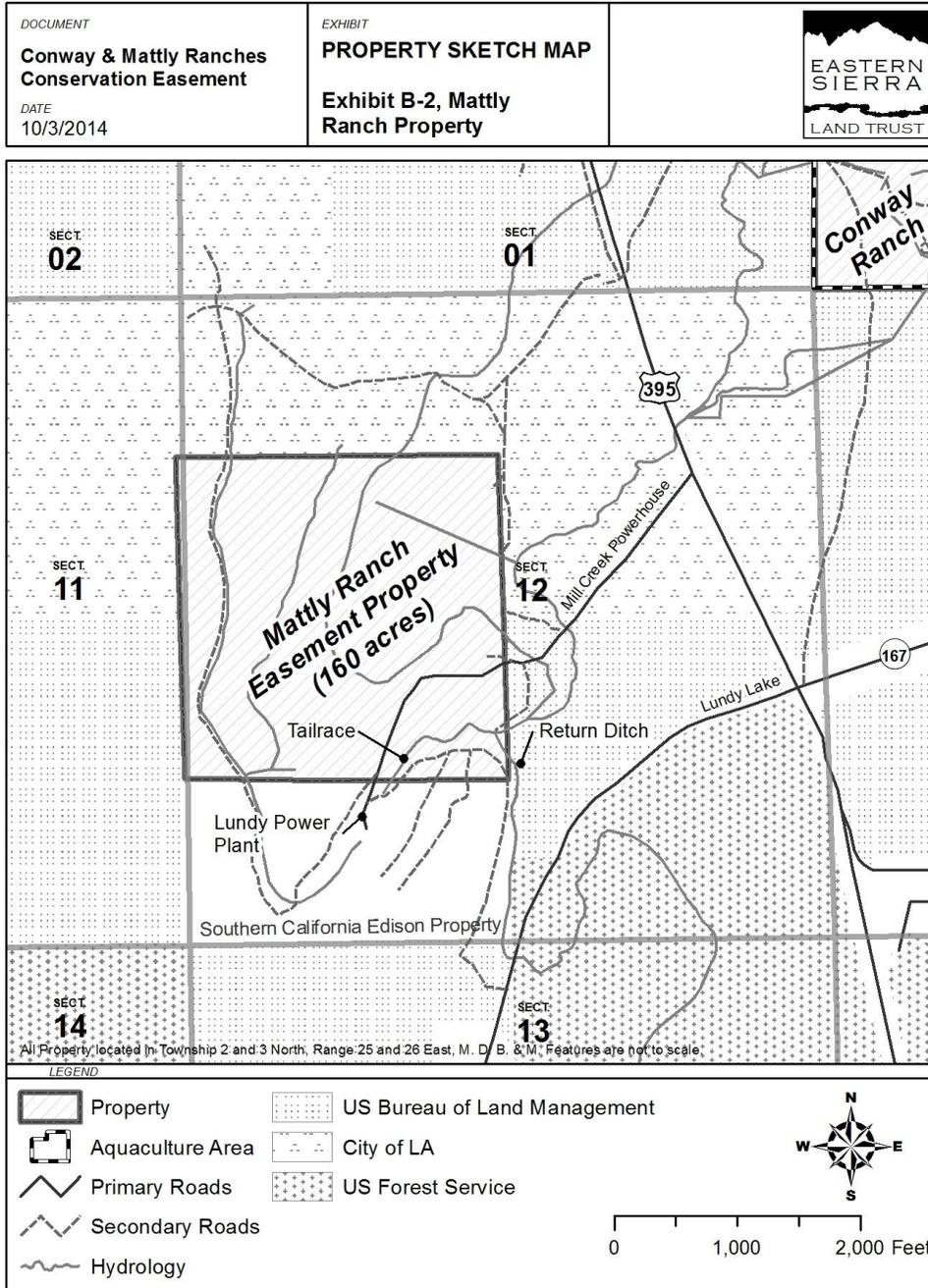
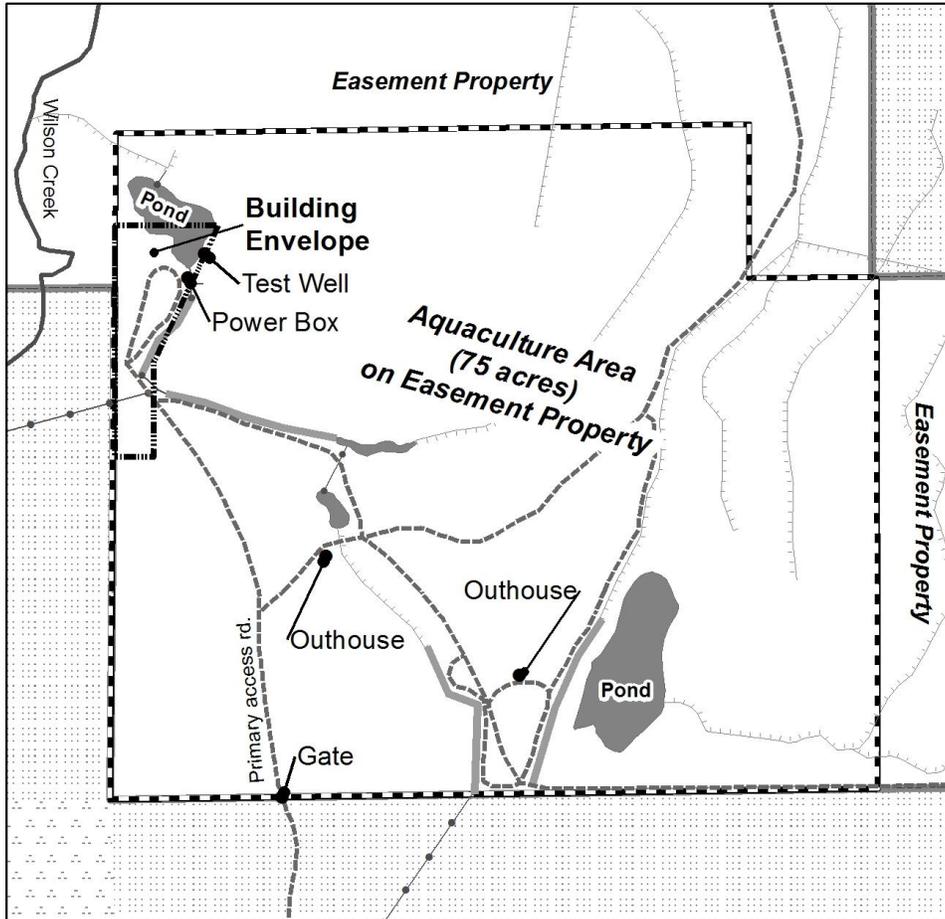


Exhibit A-3 Conservation Easement Map

<p><small>DOCUMENT</small></p> <p>Conway & Mattly Ranches Conservation Easement</p> <p><small>DATE</small> 10/3/2014</p>	<p><small>EXHIBIT</small></p> <p>Aquaculture Area Sketch Map</p> <p>Exhibit B-3</p>	
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LEGEND

Property	Raceway	US Bureau of Land Management
Aquaculture Area	Ditch	City of LA
Building Envelope	Pipe	
Roads	Creek	





0 500 1,000 Feet

Features are not to scale.

Exhibit B

Conway Ranch Baseline Documentation Report

[Current version available on Mono County website](#)

[Final version to be included]

Exhibit C

ESLT Monitoring Policy

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.C: Easement Monitoring Policy

EASTERN SIERRA LAND TRUST MONITORING POLICY Date Adopted: July 6, 2009

APPENDIX 11.C – CONSERVATION EASEMENT MONITORING POLICY

Purpose

Pursuant to the national Land Trust Alliance’s Standards and Practices, Eastern Sierra Land Trust (ESLT) monitors each of its conservation easements on an annual basis, at a minimum, in order to ensure that easement lands are being used in accordance with the terms of the easement and that any violations of the easement are identified as soon as possible. In addition, ESLT recognizes that regular and consistent monitoring will enhance ESLT’s relationships with its easement landowner partners through personal communication and serve to understand and/or discover pending or contemplated actions by landowners that may impact the conservation easements in the future. Effective and regular monitoring efforts honor the written commitments made to the original landowners/donors and to other conservation partners.

ESLT is dedicated to upholding its legal and community obligations to preserve the conservation easements it accepts for as long as such easements exist. In recognition of the fact that ESLT’s conservation easements are perpetual in duration, ESLT understands that one of the keys to preserving these easements is its commitment to monitor, defend and enforce the terms of each conservation easement on a consistent basis. Key to these stewardship services is the process of visiting conserved land and the owners of the land at least annually. Building relationships with and providing services to landowners is the best immediate and long-term method to guarantee that conservation easements are upheld.

Regular monitoring prevents gaps in the information concerning the property and its owners or residents and ensures that owners and residents have knowledge of the restrictions placed on the use of the land. Through the use of a systematic monitoring of documented conservation values, compliance with the easement terms can be ensured.

Implementation

Procedures and Handbook

The Lands staff develops monitoring implementation procedures, which are approved by the Lands Committee and Executive Director. ESLT staff shall adhere to procedures for landowner contact, monitoring preparation, implementation and follow-up. (Reference: Handbook 11.C, Monitoring Procedure)

Funding

The Stewardship Fund, at the discretion of the ESLT Board of Directors, may cover annual monitoring expenses. (Reference: Appendix 11.A, Stewardship Fund Policy).

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.C: Easement Monitoring Policy

Frequency of Monitoring:

Annual Visits

Each conservation easement held by ESLT shall be monitored at least annually, in person and on the ground to ascertain whether the use of the property is in accordance with the terms of the easement.

Additional monitoring

More frequent monitoring, including informal drive -by visits of properties with a greater potential for violation may be appropriate when the easement may be at risk, in order to identify any actions that may violate the terms of the restrictions as soon as practicable, and thus reduce the organization's chances for significant time and expense in correcting a violation. Examples include the exercise of a reserved right, such as during construction of structures permitted by the easement, earth moving/grading or vegetation management activities. If a property has changed hands, a monitoring visit in addition to the annual monitoring ensures that new owners know the restrictions placed on the land.

Monitors:

Trained Staff

ESLT recognizes the importance of using trained staff members to monitor its properties, to provide necessary continuity, positive relations with landowners, and long -term organizational accountability. Prior to commencing monitoring, monitors shall receive adequate training in the methods and importance of the monitoring process, its relation to ESLT's overall conservation easement Stewardship Program and how to conduct the monitoring in a safe and professional manner.

Others:

Volunteers may assist with the monitoring, under the supervision of trained staff. Unsupervised volunteers will not be used, except in extraordinary circumstances.

Method of Monitoring:

Ground monitoring will be the primary method used, as it provides an opportunity to closely inspect structures and activities that may not be seen using other methods. All homestead and homesite monitoring will be done on the ground.

Aerial monitoring or inspection using binoculars from a distance may be used to view remote or hard to access areas of properties, and for understanding the overall context of the easement properties and general landscape.

Communications and Monitoring Process

Easement landowners are contacted in writing in advance of the proposed monitoring visit and invited to take part in the visit. They are also given the opportunity to discuss their easement and any concerns or questions they may have. All contact with the landowner will be documented and records kept in the permanent and working stewardship files.

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.C: Easement Monitoring Policy

ESLT staff shall send at least one written communication to each easement landowner describing the monitoring visit prior to the visit, and shall send at least one written communication to each landowner following the monitoring that includes the annual monitoring report and addresses any issues identified in the visit, if applicable.

ESLT staff shall adequately prepare for each monitoring visit by familiarizing themselves with the conservation easement document, baseline documentation, prior monitoring reports, maps and the monitoring forms. ESLT staff shall, at a minimum, each year visit or view all areas of the property subject to restrictions on use and any areas of recent development activity to determine compliance with the terms of the conservation easement. ESLT staff shall take photographs as frequently as specified in the procedures adopted pursuant to this Policy, and at least when changes to the land or development activities have occurred on the property that are relevant to the conservation easement document.

Monitoring Follow-up

Monitoring reports form part of the permanent records ESLT manages for land projects. ESLT staff shall adhere to procedures to assure that any questions that arise during a monitoring visit or any activities that are identified that may constitute a violation of the easement are addressed in a timely and professional manner, and to assure that ESLT preserves its rights to enforce an easement if it becomes necessary. The procedures shall require that each monitoring visit be represented by a written monitoring report that is signed by the individual who performed the monitoring visit, and reviewed and signed by the Executive Director. All monitoring reports and any follow-up actions shall be archived in accordance with ESLT's Record-keeping Policy (*draft Appendix 2.D*).

Corrective actions shall be documented in writing and reported to ESLT's Executive Director. The Executive Director shall report all non-procedural violations to the President of ESLT's Board of Directors in a timely manner (*Appendix 11.E, Enforcement Policy*).

ESLT Lands Committee and Board of Directors will be provided with an annual report summarizing the year's easement and land monitoring visits.

Exhibit D

ESLT Enforcement Policy

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.E: Enforcement Policy

EASTERN SIERRA LAND TRUST

ENFORCEMENT POLICY

Date Adopted: July 6, 2009

APPENDIX 11.E – ENFORCEMENT POLICY

Purpose:

Eastern Sierra Land Trust (ESLT) is responsible for enforcing all its conservation easements through the identification, documentation, and rectification of violations. ESLT believes that, although it is highly unlikely problems will arise with the original partners in an agreement, subsequent owners may not fully understand the terms of an easement. The goal of regular communication and property monitoring is the prevention and early detection of violations, allowing non-compliance events to be identified and corrected in a timely manner and on favorable terms.

As a holder of conservation easements, ESLT must enforce the terms of these legal agreements for a variety of ethical, legal, and economic reasons. In addition to protecting the conservation values of the land, enforcement is needed to:

- Ensure the continued public benefit of each easement, engender public confidence in ESLT’s ability to achieve its mission overall, and in its ability to enforce specific conservation easements.
- Uphold and maintain ESLT’s legal authority to enforce the terms of its conservation easements. Delayed enforcement of a violation may jeopardize ESLT’s right to enforce particular provisions.
- Maintain ESLT’s tax-exempt status, and its ability to accept future donations of conservation easements. Federal regulations specify that the eligibility of an organization to accept tax-deductible easement gifts requires a “commitment to protect the conservation purposes of the donation, and . . . the resources to enforce the restrictions”. ESLT’s failure to enforce the terms of its conservation easements could jeopardize its tax-exempt 501(c)(3) status and its ability to accept tax-deductible easement gifts if it were shown that ESLT relinquished its enforcement rights to benefit private individuals.

Enforcement Policy:

ESLT utilizes strong landowner communication practices and proactive consultation to make the prevention of violations the goal. However, when they occur, ESLT follows a standardized and fair procedure for correcting the violation. Upon discovery, ESLT staff fully documents the discovery. Staff will then consult with the ESLT Executive Director to verify the violation. Level II and III violations (see section describing “Level of Violation”) are immediately reported to the President of the Board of Directors. Finally, a response to the violation is prepared.

Prevention

ESLT recognizes that landowner awareness and communication, not litigation, are the best immediate and long-term methods to guarantee that conservation easements are upheld. ESLT works with owners of conserved land to help them understand their conservation easement and to continue to manage their land in accordance with the terms of the agreement. Regular communication and property monitoring result in violations being found and corrected in a timely manner.

Key Principles in Prevention of Violations:

- Maintain good landowner relations. Meet with new landowners to explain easement terms, monitoring, and review baseline.
- Engage in annual, well-documented monitoring
- Ensure that new owners understand ESLT’s mission, the conservation restrictions for their property, and the concept and purpose of conservation easements in general
- Maintain good relations with local officials

Presumption of Innocence or Misunderstanding

A violation may have been caused by the landowner, an adjacent property owner, or a trespasser. ESLT will not assume that the landowner is the responsible party. It is also possible that a misunderstanding of the conservation restrictions has occurred, or that the restrictions have not been communicated clearly to the party committing the violation.

Complete Documentation upon Discovery

When an apparent violation is discovered, either during a formal monitoring visit or otherwise, the violation will be documented as completely as possible by the ESLT staff discovering the violation. Complete documentation includes comprehensive digital photography, mapping and/or aerial photographs, necessary measurements, and detailed field notes and reports.

Verification of Violation

A subsequent review of the files may reveal that permission was granted for the act, an amendment had occurred, or other circumstance resulting in the apparent violation was present. The review may also present clear evidence that the violation did, in fact, occur, and that corrective actions are required.

Use of Amendment

In rare instances, ESLT may consider the use of an amendment to resolve a violation. No amendment to a conservation easement will be agreed to which would adversely affect any conservation value protected by the original easement. The adoption of any amendment for this purpose must be done in accordance with the ESLT amendment policy (Appendix 11.I).

Level of Violation

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.E: Enforcement Policy

Depending upon the level of the violation, ESLT staff will involve appropriate staff, board member(s), or legal counsel to decide on the appropriate response. All violations, no matter the level, will be documented and addressed. Refer to Handbook 11.E for specific descriptions of Level I (minor), II (moderate), and III (major).

The harm caused by the violation will be balanced against the cost/benefit of the selected enforcement response, while maintaining the most constructive working relationship possible with the landowner. ESLT's response to a violation should match the severity of the violation. The response will be based on the combination of the resource impact of the violation and the mitigating circumstances present. This may result in a unique response in certain circumstances. However, consistent responses to similar violations maintain public confidence, and therefore are always a goal in violation response.

Third Party Violations

In the event that a violation of the terms of a conservation easement is determined to have been caused by the action of a third party, ESLT will engage the cooperation of the landowner to terminate the action and restore the property to an appropriate condition. Notice of violation will be given to the responsible party if possible and reparation of damages will be sought. If resource damage is significant and the owner is unwilling to cooperate, then ESLT reserves the right to take legal action to remedy the situation. ESLT individually, or in concert with the landowner, may employ any remedy available to the landowner. Steps to enforce easement terms against violations by third parties must be consistent with the terms of the easement document and approved by the Board of Directors.

Response Procedures for Violations

Each conservation easement contains language specific to the 'Enforcement' or 'Grantees Remedies' for that easement. The procedures noted in Handbook 11.E are generally compatible with these remedies, however they shall not override or replace the language written into the individual conservation easements. Refer to Handbook 11.E (Enforcement) for specific response procedures for violations.

Costs of Enforcement

Enforcement expenses may include extensive staff time, costs of special documentation materials, legal fees, and reparation costs. All easement deeds are drafted to include the grantee's right to recover all costs, including legal costs, from the landowner in case of a violation by the landowner. In the event that it is impossible to recover costs, ESLT will draw on existing enforcement funds or raise funds as needed to meet such expenses.

Violation Implications and Follow-up:

Stewardship Experience

What is learned from experiencing violations and feedback from landowners is collected and discussed with the ESLT Lands Committee, Board of Directors, project staff and legal staff to improve how ESLT develops projects and writes conservation easements. Stewardship staff will report regularly on these experiences and what is being learned.

Eastern Sierra Land Trust Manual of Standards and Practices Appendix 11.E: Enforcement Policy

Notifying LTA and the Land Trust Community

ESLT realizes the implications that violations have for the land trust community and will seek to share information and experience on this essential topic. Before responding to a major violation that could require litigation and/or set a national precedent, ESLT will notify and seek assistance from the Land Trust Alliance and other regional land trust authorities.

Eastern Sierra Land Trust Enforcement Policy: As adopted by Board of Directors

July 6, 2009
(date adopted)

Exhibit E
NRCS Conservation Plan



Conservation Plan

Dan Lyster
P.O. Box 2415,
Mammoth, CA 93546

Objective: This plan addresses resource concerns that need improvement, based on current management activities. It is a "Benchmark" that continues current activities under a Resource Management System Plan.



Conway Ranch and Mono Lake

Conway Ranch, including the Mattly Ranch on the west side of Hwy. 395 was acquired by Mono County, California in 1998. This agricultural property was slated for development, and the County purchased the ranch using State mitigation funding to maintain the scenic integrity of the north Mono Basin.

Present management direction is to balance the traditional agriculture uses of irrigated pastureland and sheep grazing, with important wildlife, recreational, and cultural values. Aquaculture is also an established use on Conway Ranch, and is managed by a non-profit group to enhance recreational fisheries throughout Mono County.

Important resource issues under current management include irrigation efficiency, operation and maintenance of structural improvements, soil erosion arising from numerous causes, riparian conditions along Wilson Creek, wildlife habitat conditions for mule deer, sage grouse, neo-tropical migratory birds and other passerine species, fisheries and water quality, noxious weeds, and livestock management and domestic sheep health and nutrition.

Practices are organized by *land use* (rangeland or pasture). Both *structural* and *management* practices are described.

GRAZED RANGE

Tract: 150 CONWAY

398 FISH RACEWAY OR TANK

Construct a channel or tank with continuous flow of water for high-density fish production.

Four existing fish raceways, all for summer use only are located at the southern end of this field. The raceways are part of the irrigation system provided by the Bell Diversion, and are contained in modified irrigation ditches. A one acre pond is adjacent to the raceways, and is used primarily for educational purposes. Regular O&M practices are applied.

Field	Planned Amount	Month	Year	Applied Amount	Date
4	500.0 ft.	1	1999	500.0 ft.	Jan-1-1999
Total:	500.0 ft.			500.0 ft.	



410 GRADE STABILIZATION STRUCTURE

Install a structure to control the grade and head cutting.

Tailwater that returns to Wilson Creek from the Bowl fish runs is headcutting within the drainage. The headcut is approximately 100 feet south of Wilson Creek, and is 4 feet deep.

Field	Planned Amount	Month	Year	Applied Amount	Date
4	1.0 no.	10	2006		
Total:	1.0 no.				

550 RANGE PLANTING

Establish adapted perennial vegetation to restore a plant community similar to historic climax or establish the desired plant community based on land manager's objectives.

Two areas should be treated: (1) berms along the fish-rearing runs and (2) the area west of the "S" curve run that is no longer being irrigated.

Field	Planned Amount	Month	Year	Applied Amount	Date
4	1.0 ac.	11	2006		
Total:	1.0 ac.				

560 ACCESS ROAD

Build a designated route or constructed travelway to be used by vehicles necessary for management of the operation .

The road that accesses the *water and sediment control basin* at the northwest corner of Conway Ranch is eroding and needs drainage improvements.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	500.0 ft.	6	2006		
Total:	500.0 ft.				



646 SEDIMENT BASIN

A basin constructed to collect and store debris or sediment .

The existing sediment basin just north of the old ranch house requires regular maintenance to maintain capacity. Excess material removed from the basin may be used for projects elsewhere on Conway Ranch (for example, as base for bedding pipeline).

Field	Planned Amount	Month	Year	Applied Amount	Date
3	1.0 no.	6	2006		
Total:	1.0 no.				

528C PRESCRIBED GRAZING - PERENNIAL RANGELAND (CA)

Controlling grazing, fencing or herding on perennial rangelands.

Field	Planned Amount	Month	Year	Applied Amount	Date
3	42.9 ac	6	2006		
4	82.8 ac	6	2006		
Total:	125.7 ac				

PASTURE

Tract: 150 CONWAY

382 FENCE

Construct a fence for use as a barrier to wildlife, livestock, or people .

*Approximately 1/2 mile of old, woven wire sheep fence in fair to poor condition runs north-south across the irrigated meadow. This fence does not serve any current management purpose and can be removed. Volunteers could likely be utilized to dismantle and remove this fence.

*Approximately 1/2 mile of old fencing along the east side of Hwy. 395 is in a state of dis-repair and should be maintained. This fence acted to reduce deer mortalities by funneling deer through an 8 foot high culvert under the highway. CalTrans maintenance responsibility.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	2,640.0 ft.	11	2006		
1	2,640.0 ft.	10	2007		
Total:	5,280.0 ft.				



398 FISH RACEWAY OR TANK

Construct a channel or tank with continuous flow of water for high-density fish production .

The main winter run for the aquaculture operation is located in "the Bowl", an artificial wetland at the southwest corner of field 1. Three other fish-runs and a storage shed for supplies are also maintained in this area. Normal O&M practices are applied.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	650.0 ft.	1	1999		Jan-1-1999
Total:	650.0 ft.				



410 GRADE STABILIZATION STRUCTURE

Install a structure to control the grade and head cutting .

A gully has formed in the northwest area from highway runoff. The photo below was taken during a thunderstorm event on June 21, 2002 and shows the release of water collected from Hwy. 395 funneled into the gully. Highway drainage needs to be considered at this point, and grade stabilization is needed within the gully to promote restoration and reduce soil erosion.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1.0 no.	11	2006		
Total:	1.0 no.				



550 RANGE PLANTING

Establish adapted perennial vegetation to restore a plant community similar to historic climax or establish the desired plant community based on land manager's objectives .

Reseed approximately 2 acres along pipeline route with native species to reduce weed invasion and loss of soil through wind or water erosion. See attached job sheet for specifications.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	2.0 ac.	11	2006		
Total:	2.0 ac.				

587 STRUCTURE FOR WATER CONTROL

Install a structure to control direction, rate and/or level of water in the system .

Protect water outlet on pipeline (Virginia Creek) with a rock outlet structure.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1.0 no.	11	2006		
Total:	1.0 no.				

595 PEST MANAGEMENT

Manage infestations of weeds, insects and disease to reduce adverse effects on plant growth, crop production and material resources .

Chemically treat small infestation of short whitetop (*Cardaria draba*) near corrals.

May require treatment for multiple years. Treatment based on regular monitoring.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	0.1 ac.	5	2006		
Total:	0.1 ac.				

638 WATER AND SEDIMENT CONTROL BASIN

Install a structure across the slope to trap sediment and detain water for safe release .

Existing basin at the northwest corner of Conway Ranch requires regular maintenance to remove sediment loading. Material can be used elsewhere on property for project work.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1.0 no.	10	2006		
Total:	1.0 no.				



743 IMPROVED WATER APPLICATION

Applying irrigation water using a planned conservation irrigation system when operational changes have been made and where definite action has been taken to improve irrigation effectiveness, distribution uniformity or to reduce erosion .

This is an interim measure, showing that progress is being made toward achieving irrigation water management, as defined by practice standard 449.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	426.0 ac	5	2006		
Total:	426.0 ac				

430EE IRRIGATION WATER CONVEYANCE, PIPELINE, LOW-PRESSURE, UNDERGROUND, PLASTIC

Install underground pipeline and appurtenances to reduce erosion and seepage .

There are 2 areas showing erosion from the irrigation delivery system. As shown in the photos, below, a combination of steeper gradients and the need to move a larger quantity of water through the system to reach outlying areas results in gullying and headcutting in the ditch. As the ditch deepens, it becomes impossible to overflow water onto the adjacent landscape for irrigation. The ditch is then abandoned and a new, parallel ditch becomes necessary. The recommended solution is to install a buried pipeline through these erosive reaches, with risers to gently release the water into lateral contour ditches for irrigation. Old, eroded ditches can be filled with clean fill material obtained from maintaining the sediment basins. This will allow irrigation to be restored to areas that are now dry because of gullying and de-watering from erosion.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	1,000.0 ft.	10	2006		
Total:	1,000.0 ft.				



449 IRRIGATION WATER MANAGEMENT

Determine and control the rate, amount and timing of irrigation water to minimize soil erosion and control water loss from runoff and deep percolation.

0	Planned Amount	Month	Year	Applied Amount	Date
1	426.0 ac.	5	2008		
2	20.5 ac.	5	2006		
Total:	446.5 ac.				

528B PRESCRIBED GRAZING - IRRIGATED PASTURE (CA)

Controlling grazing, fencing, or herding on irrigated pasture.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	354.2 AC	6	2006		
Total:	354.2 AC				

528D PRESCRIBED GRAZING - WETLANDS

Controlling grazing, fencing or herding on wetlands.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	71.8 ac	6	2006		
Total:	71.8 ac				

PASTURE

Tract: 151 MATTLY

449 IRRIGATION WATER MANAGEMENT

Determine and control the rate, amount and timing of irrigation water to minimize soil erosion and control water loss from runoff and deep percolation.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	43.3 ac.	5	2006		
Total:	43.3 ac.				

528B PRESCRIBED GRAZING - IRRIGATED PASTURE (CA)

Controlling grazing, fencing, or herding on irrigated pasture.

Field	Planned Amount	Month	Year	Applied Amount	Date
1	43.3 AC	6	2006		
2	20.5 AC	6	2006		
Total:	63.8 AC				

GRAZED RANGE

Tract 151: MATTLY

528c PRESCRIBED GRAZING - PERENNIAL RANGELAND (CA)

Controlling grazing, fencing or herding on perennial rangelands.

Field	Planned Amount	Month	Year	Applied Amount	Date
2A	87.8 AC	6	2006		
2B	17.1 AC	6	2006		
Total:	104.9 AC				

CONWAY RANCH CONSERVATION PLAN

CONWAY SECTION

PRACTICE / COMPONENTS	UNITS	UNIT COST	TOTAL COST	
638 Water - Sediment Control Basin (Area # 1) annual maintenance	each	\$3,000/yr	\$3,000	
587 Structure for Water Control Pipe overflow structure: (a) mobilization (b) pipe & appurtances (c) excavation & compacting	each	\$1,250	\$1,250	
430EE Irrig Water Convey - Pipeline Pipe through eroded area, alfalfa valves, contour ditches, need backfill material in gullies, connect to pipe overflow structure (above) (a) mobilization (b) 660' of 12" PVC (c) 7 - 12" alfalfa valves (d) trench and backfill (e) 388 - irrigation field ditch (f) grading and shaping	each feet each feet feet acres	\$1,250 \$55 \$10/ft \$2 /ft \$200/ac	\$1,250 \$385 \$6,660 	
646 Sediment Basin (near Ranch House) annual mtnce	each	\$3,000	\$3,000/yr	
595 Pest Management treat short whitetop at corrals (spot) treat Iris in irrigated pasture (25 ac)	acre acre	\$300/ac \$300/ac	\$300 \$7,500	
382 Fence Remove or maintain fencing Remove .5 mile using volunteers Maintain Hwy 395 fence - CalTrans		0 0	0 0	
743 Improved Water Application Implement activities in 2006, no capital costs involved.				
528 B & D Prescribed Grazing Implement in 2006, no capital costs				

587 Structure for water control (Area "B", eroded ditch system) 587 estimate 10 wood checks 388 contour ditches 1,500 feet (a) mobilization (b) irrig field ditch 1,500 feet (c) grading and shaping 3 acres	each each feet acre	\$250/ea \$1,250 \$2 ft \$200 /ac	\$2,500 \$1,250 \$3,000 \$600	
430EE Irrig Water Convey - Pipeline (Area "A", NE of Ranch House) (a) mobilization (b) 300 ft of 12 " PVC pipe (C) 12 " alfalfa valves (4) (d) trench and backfill (e) 388 irrig field ditch est 1,000 ft (f) grading and shaping (3 ac)	each each feet feet acre	\$1,250 \$55/ea \$10/ft \$2 /ft \$200/ac	\$1,250 \$220 \$3,000 \$2,000 \$600	
587 Water Control structure (locations throughout Conway area) (A) wood check structures (est 25)	each	\$500 / ea	\$12,500	
587 Water Control structure (Virginia Creek diversion & ditch) (a) mobilization (b) 362 - diversion - concrete/reinf	each CY	\$1,250 \$250/CY	\$1,250	
510 Access Road (add drainage structures to road that serves the water - sediment control basin) rolling dips 5	each	\$350/ea	\$1,750	
Area "E", formerly irrigated by the Lower Conway ditch - evaluate to either re-introduce irrigation (Est. 4,000 feet of 18" or 20" PVC @ \$21.60 - \$24 / FT at a range of \$86,400 to \$96,000) OR Evaluate and re-seed 80 acres with drought tolerant native species.				

MATTLY SECTION				
587 Structures for Water Control (a) wood check structures 15	each	\$250/ea	\$3,750	
398 Fish Raceway or Tank				
(a) mobilization	\$1,250			
(b) fish raceway (per 100 ft raceway	foot	\$10/ft		
(c) 587 struct for water control	each	\$1,000		

Exhibit F
Sheep Grazing Lease

CONWAY RANCH GRAZING LEASE

This CONWAY RANCH GRAZING LEASE (hereinafter "Lease") is made and entered into by and between the County of Mono, a political subdivision of the State of California (hereinafter referred to as "Lessor") and F.I.M. Corporation, a Nevada corporation (hereinafter referred to as "Lessee").

RECITALS

A. The Mono County property subject to this Lease is known as "The Conway Ranch," which is more particularly described in the legal description attached hereto as Exhibit "A" (hereinafter referred to as the "Property").

B. Lessee desires to hire from Lessor and Lessor desires to lease to Lessee the Property to be used for the pasturing and grazing of Lessee's sheep subject to all of the terms, covenants and provisions of this Lease.

Now, therefore, the parties hereto agree as follows:

1. Grant of Leasehold Interest: Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor the Property to be used for sheep grazing and related purposes subject to all of the terms, covenants and provisions hereunder.

2. Term: The term of this Lease shall commence on November 15, 2012 and shall cease and terminate on November 15, 2017.

3. Rent: As rental for the use of the Property, Lessee hereby promises and agrees to pay the Lessor the sum of Seventeen Thousand Dollars (\$17,000.00) for the first year of this Lease. A first installment of \$8,500 will be due on, May 15 2013, and then the second installment of \$8,500 will be due by November 15, 2013. Rent shall be paid by check or money order payable to Mono County care of Dan Lyster (or any later acting Mono County Economic Development Director), Economic Development Director.

For each successive year under this lease, the amount of rent will increase at an annual rate of three percent (3%). A schedule of the rent due and payable for each successive year is attached hereto as Attachment One, and incorporated herein by reference.

4. Land Use Policies and Restrictions: During the entire lease term, lessee and its agents or employees shall be responsible for carrying out and abiding by the following land use policies and restrictions:

a. Weed Issues:

- i. Confer with the Conway Ranch Caretaker (who will be designated by Mono County and may change from time to time) to understand the locations of weed outcroppings on Conway Ranch;
- ii. Avoid driving through weed infested areas;
- iii. Remove weeds from vehicles by washing thoroughly on a paved area or in a car wash;
- iv. Avoid disturbing native vegetation or creating seedbeds (open areas) when possible. This especially applies to sheep bedding areas where weed control will be necessary to reduce the likelihood that invasion occurs into adjacent stands of native vegetation.
- v. Avoid grazing in areas where weed seed is ripe.
- vi. Remove and dispose of weed seeds from stock portion of the plant if grazing accidentally occurs in a weed infested area.
- vii. Carefully check livestock for weed seed and remove it before the animals are transported onto the Conway Ranch property.

b. Property Management:

- i. Salt or supplements for sheep should not be placed close to water, riparian zones, or known habitats of sensitive plants or wildlife species;
- ii. No fencing shall be constructed without the express written consent of the Conway Ranch Caretaker;
- iii. Sheep will be herded. Sheep should be moved on the Property in a manner that will leave a minimum of four inches of key forage plant species on the Property. Rotation of use areas will be achieved whenever practicable;
- iv. Sheep bedding grounds will not be within 250 feet from any historical structure, spring source, natural wetlands, or the creek;

v. Lessee shall comply with any directive given to it by Lessor made in response to an action taken or designation made by an agency of the United States. In that event, Lessee may request Lessor to reduce the rent to be paid by the Lessee for its use of the Property.

c. Water Quality:

- i. Spring sources, natural wetlands and creeks should be avoided. Sheep should be kept at least ten feet away from these areas.
- ii. Sheep and herds shall not disturb the fish raceways or other fish rearing facilities and shall not come within one hundred (100) feet of raceway areas.
- iii. All irrigation and movement of water will be managed by the Conway Ranch Caretaker who will be designated by the County. *The sheep grazer(s) shall use their best efforts to assist the Caretaker with irrigation issues when the Caretaker requests such assistance.*

5. Liability Insurance: Lessee shall obtain and, at all times during the term of this Lease, shall carry and maintain in full force and effect at Lessee's own expense, a policy of liability insurance in the amount of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) combined single-limit policy for personal injury and for property damage. Such policy shall be written by a company or companies having a Best Financial Size Category of not less than Class IX and a Best Policyholder's Rating of not less than "A" and shall name the Lessor and the County of Mono as the insured or as additional insured with Lessee and shall insure Lessor, its officers, agents, and employees against liability for Lessee's use or occupancy of the Property. This policy shall be in a form satisfactory to Lessor and shall not be subject to cancellation, reduction in coverage, or insured except after written notice to Lessor at the address provided in Paragraph 18 of this Lease, by certified mail, return receipt requested, not less than twenty (20) days prior to the effective date thereof. Lessee shall deliver a copy of the policy showing that the insurance is in full force and effect to Lessor upon execution of this Lease. Lessee's failure to carry and maintain in full force and effect such insurance policies shall be a default of this Lease pursuant to the terms of Paragraph 14 below.

6. Timber Rights: Lessee shall not cut or carry off any wood or burn any substance growing on the Property without the prior written consent of Lessor. All timber rights of any kind and character on the Property are reserved to Lessor, who has the right to cut and remove any timber, or otherwise exercise all timber rights at all times during the term of this Lease, provided that no damage shall otherwise be done by Lessor or those claiming under it to any of Lessee's sheep or other property rights of Lessee under this Lease.

7. Hunting and Fishing Right: Lessee hereby agrees not to hunt or fish on the Property without the prior written consent of Lessor. All hunting and fishing rights and privileges on the Property are particularly reserved to Lessor, provided that no damage shall be done by Lessor or those claiming under him to any of Lessee's sheep or other property rights of Lessee under this Lease.

8. Right to Enter: The Property is on public property open to access by the public. Mono County employees, agents and contractors can enter the Property at any time.

9. Liens and Encumbrances: Lessee shall pay and discharge when due, all and every obligation incurred by it in connection with the use of the Property, and shall permit no mechanic's lien, materialmen's lien, or other lien of any nature or demand to be placed or filed against the Property.

10. Destruction of Improvements: In the event of the destruction of any or all of the improvements located on the Property by fire or other Acts of God, neither of the parties hereto shall be obligated to rebuild said improvements.

11. Waiver: A waiver by Lessor of any breach of this Lease by Lessee shall not be deemed to be continuing, and shall not operate as a waiver of any further breach of the conditions or agreements contained herein.

12. Waste: During the term of this Lease Lessee will not commit or suffer to be committed any waste upon the Property.

13. Surrender of Property: At the expiration of the term of this Lease, or sooner termination thereof, the Lessee covenants, promises and agrees to peaceably and quietly quit and surrender the Property to Lessor or its agent or designee in as good order, condition, and state of repairs received by him, reasonable wear and damage by the elements excepted.

14. Termination:

a. Default: It is mutually understood and agreed that time is of the essence hereof, and should Lessee fail to keep any of the covenants and agreements herein above specified on its part to be performed and kept, or should it at any time fail to make any of the above-mentioned payments, at the time and in the manner provided, the Lessor may, at its option, determine this Lease to be void and terminated, and may enter in and upon the Property, take possession thereof, and remove all parties and personal property from the Property during the time of occupancy by Lessee.

b. Insolvency and Bankruptcy: If the Lessee becomes insolvent or makes any assignment for the benefit of creditors or is adjudged bankrupt, either voluntarily or involuntarily, this Lease shall immediately terminate and shall not be

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assignable by any operation or process of law, and shall not be treated in any way whatsoever as an asset of the Lessee after such event. Lessor shall be entitled to retain any rents theretofore received without reduction, abatement or proration.

- c. Monitoring: The Lessee understands and agrees that the Caretaker of the Property will from time to time monitor and report on the grazing practices occurring on the Property. If any violations of this agreement occur, the County reserves the right to terminate this Lease and have Lessor remove the sheep from the Property within 72 hours.
- d. Cancellation: This Lease may be cancelled by either party to this Lease without cause, and at will, for any reason whatsoever, by giving sixty (60) days written notice of such intent to cancel. Lessor may cancel this Lease in the event of threatened or initiated litigation against Lessor related to this Lease by giving Lessee thirty (30) days written notice to Lessee of such intent to cancel.

15. Indemnification: Lessee agrees to hold Lessor harmless from any and all damage to the Property done by fire or other causes, which result from Lessee's use or operation of the Property. Lessee further agrees to defend, indemnify and hold Lessor harmless from all liability and/or claim for damages arising from any injury, from any cause to any person, including Lessee, or to any property, including Lessee's, which arise or arose from Lessee's operation or occupancy of the Property. Furthermore, Lessee shall at all times during the term of this Lease hold harmless, defend, and indemnify Lessor against any claim, loss, or liability whatsoever arising directly or indirectly out of Lessee's tenancy and/or the use of the Property by Lessee.

16. Attorney's Fees: It is understood and agreed that in the event suit should be brought for unlawful detainer of the Property, for the recovery of the rent due under the provisions of this Lease, or because of the breach of any other covenant, promise or condition herein contained, the prevailing party shall be entitled to recover from the other reasonable attorney's fees to be fixed by the court as part of the costs of suit.

17. Subordination: This Lease is and shall be subordinate to any mortgages or deeds of trust that are or may be placed on the Property. Lessee agrees to promptly execute any documents to effectuate a subordination of this Lease to any said mortgages or deeds of trust upon written request by the Lessor.

18. Notice: Any notice, communication, amendments, additions, or deletions to this Lease, including change of address of any party during the term of this Lease, shall be made in writing. Any such writing may be personally served, but shall otherwise be sent by prepaid first class mail as follows:

To Lessor: Dan Lyster, Economic Development Director
County of Mono

P.O. Box 2415
Mammoth Lakes, CA 93546

To Lessee: F.I.M. Corporation
P.O. Box 12
Smith, NV 89430

19. Assignment: Lessee shall not voluntarily, or by operation of law, assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Property without the prior written consent of the Lessor.

20. Inurement: Subject to the restrictions against assignment, this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns.

21. Amendment: This Lease sets forth the entire agreement between the parties and may be modified or amended only if so agreed upon in writing by all the parties hereto.

22. Headings: Paragraph and subparagraph headings used in this Lease are for reference and convenience purposes only and shall not affect the meaning or interpretation of this Lease.

23. Governing Law: This Lease is made and shall be construed in accordance with the laws of the State of California.

24. Severability: If any provision of this Lease shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Lease are intended to be and shall be deemed severable.

25. Taxes and Assessments: Lessee agrees to pay all taxes and assessments (if any) lawfully imposed on Lessee by any governmental agency with respect to Lessee's activities under this Lease, including but not limited to taxes or assessments imposed against Lessee's property, inventory, activities, and employee wages. Pursuant to Revenue and Taxation Code § 107.6, notice is hereby given that in the event that this Lease creates a possessory interest that may be subject to property taxation, the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on the interest.

26. Representation by Counsel: The parties acknowledge that this Lease is executed voluntarily by them, without duress or undue influence on the part of or on behalf of any other party. The parties further acknowledge that they have participated in the negotiation and preparation of this Lease and have had the opportunity to be represented by counsel with respect to such negotiation and preparation or do hereby knowingly waive their right(s) to do so, and that they are fully aware of the contents of this Lease and of its legal effect. Thus, any ambiguities in

this Lease shall not be resolved in favor of or against either party. The parties specifically acknowledge that the Mono County Counsel has only represented the County with respect to the negotiation and preparation of this Lease and that the parties have consented to such representation and have knowingly and voluntarily waived any actual or potential conflict with such representation.

27. Authorization to Execute Lease: Lessee shall have this Lease executed by an authorized agent or officer of Lessee's corporation as provided in Lessee's corporate articles and bylaws. Lessee shall immediately notify Lessor if there is any change in the corporate status of Lessee's corporation.

EXECUTION

Date: 9/5/11

Lessee / F.I.M. Corporation

Marianne F. Leinassar

Printed Name:

Marianne F. Leinassar

Title:

President

Date: 8/23/11

Lessor / Mono County

James M. Arkens

Printed Name:

JAMES M. ARKENS

Title:

CAO

APPROVED AS TO FORM

[Signature]
County Counsel

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9-5-11

ATTACHMENT ONE
SCHEDULE OF RENT

Year	Rent Due for Year	Rental Due Dates
2012	\$17,000	05/15/2013 & 11/15/2013
2013	\$17,510.00	05/15/2014 & 11/15/2014
2014	\$18,035.30	05/15/2015 & 11/15/2015
2015	\$18,576.36	05/15/2016 & 11/15/2016
2016	\$19,133.65	05/15/2017 & 11/15/2017
2017	\$19,707.66	05/15/2018 & 11/15/2018

Exhibit G
MOU between Mono County and the BLM

OFFICE OF THE BOARD OF SUPERVISORS
COUNTY OF MONO
P.O. BOX 715, BRIDGEPORT, CA 93517
(760) 932-5215

Renn Nolan
Clerk of the Board

Kim Bullington
Deputy

MINUTE ORDER
M01-103

TO: Director of Energy
FROM: Board of Supervisors
SUBJECT: Cooperative Management of Conway Ranch with BLM

Regular Meeting of May 8, 2001

Approve and authorize Chairman's signature on Memorandum of Understanding between the County of Mono and Bureau of Land Management for the Cooperative Management of Conway Ranch. *(Ronci/Cecil 5-0)*

cc: Clerk of the Board
County Administrative Officer
County Counsel
Auditor
Contract File
Bureau of Land Management

RECEIVED MAY 14 2001

Directed to: Energy Director
Response date: N/A
MO No: M01-103
Agenda No. 9b

A Memorandum of Understanding between the County of Mono, a political Subdivision of the State of California (hereinafter "the County") and Bureau of Land Management, an agency of the Department of Interior of the United States (hereinafter "BLM"), for the cooperative management of Conway Ranch.

This Memorandum of Understanding (MOU) is entered into May 8, 2001, by and between the County and BLM and will remain in effect unless and until terminated by the County or BLM ("the Parties") under Section 8 of this MOU.

RECITALS:

- A. BLM manages approximately 225 acres and the County owns approximately 800 acres of land within Mono County known generally as "Conway Ranch."
- B. The County and BLM desire to cooperatively manage Conway Ranch through this MOU.
- C. The Parties intend to use Conway Ranch for any or all of the following purposes:
- Historical and cultural preservation.
 - Fish-rearing facilities on the County portion of the Ranch.
 - Open space preservation.
 - Wildlife habitat preservation, including deer migration habitat and waterfowl habitat.
 - Scenic Highway Corridor preservation.
 - Maintenance of existing jurisdictional wetlands and irrigated wetlands. Possible wetlands mitigation banking projects that may arise in the future.
 - Water rights preservation by use of the Ranch's water rights to raise fish, irrigate the land, and maintain proper functioning condition and water flow in Wilson Creek.
 - Grazing of sheep on both the BLM and County portions of the Ranch when and where appropriate.
 - Native perennial grass production.

TERMS AND CONDITIONS:

The parties hereto agree as follows:

1. Conway Ranch is open to the public, however some reasonable restrictions on public use and access are necessary (or mandated by applicable grant or purchase conditions). The County and BLM will work together to develop appropriate limitations on public access and use of the property. These limitations shall be consistent on BLM and County portions of the Ranch.
2. The fish-rearing facilities on the County portion of the Ranch will be open to the public by appointment only. Appointments will be handled by the Energy Management Department of Mono County.
3. Grazing management will be consistent with BLM Rangeland Health Standards and Guidelines on all portions of the property. Grazing on the BLM portion of the Ranch will not occur until BLM determines that (1) sufficient vegetation recovery has occurred within grazing areas and (2) grazing is determined to be compatible with the Conservation Management Plan soon to be developed with the County and Natural Resource Conservation Service. To satisfy requirement (1), major vegetation management goals will be directly tiered to the "BLM Bishop Field Office Resource Management Plan (RMP) Desired Plant Community" objectives for meadow systems.
4. Both BLM and Mono County will encourage Caltrans to protect the Ranch from sediment deposition from the Conway Grade above the Ranch.
5. Both parties will work on the restoration of buildings on site and will explore possible low-impact tourism activities at the Ranch.
6. The funding for land management of the Ranch will be split between County and BLM as follows: 75% of the costs will be paid by Mono County and 25% will be paid by BLM. If mutually acceptable, in-lieu services may be used to satisfy some or all of a party's funding obligations under this section. Such funding includes the salary of a caretaker at the property, the maintenance of the irrigation ditches, and equipment maintenance. It does not include any costs associated with the County's fish-rearing facilities as those will be paid exclusively by the County. The County and BLM agree to cooperatively seek funding to enhance implementation of various management goals for the Ranch.
7. The County will organize an annual community meeting every fall that will be open to the public. BLM will participate in these meetings. The meetings will focus on the past year's activities on Conway Ranch, proposed actions for the coming year, and whether any changes to this MOU need to be made.
8. Either party may terminate this agreement with or without cause by providing the other party with ninety days written notice.
9. All notices required or permitted under this MOU will be in writing and delivered to the parties by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses stated below:

FOR MONO COUNTY:

Dan Lyster
Mono County Energy Management
PO Box 2415
Mammoth Lakes, CA 93546

FOR BLM:

Steve Addington
Bishop Area Resource Manager
785 N. Main St., Suite E
Bishop, CA 93514

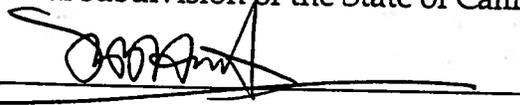
10. This MOU shall be governed by and construed in accordance with the laws of the State of California or federal laws where applicable.

11. This MOU constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment of this MOU shall be binding unless executed in writing by all parties. No waiver of any of the provisions of this MOU shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

EXECUTION:

IN WITNESS of the foregoing provisions, the parties have signed this MOU through their authorized representative below as of the date first written above:

COUNTY OF MONO,
a political subdivision of the State of California

BY: 

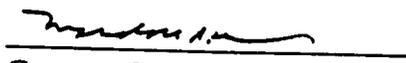
BYNG HUNT, CHAIR
BOARD OF SUPERVISORS

THE BUREAU OF LAND MANAGEMENT,
an agency of the Department of Interior of the United States

BY: 

STEVE ADDINGTON

APPROVED AS TO FORM:


County Counsel