

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # \*B-7

Urgent

Routine

AGENDA DATE November 9, 2010

CEO Concur with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Authorization to Award a Three Year Agricultural Lease with Melvin T. Wheeler & Sons, LP for Approximately 1,112 Acres of County-Owned Property at The Crows Landing Air Facility Located on The West Side of Stanislaus County

STAFF RECOMMENDATIONS:

1. Award a three year agricultural lease to Melvin T. Wheeler & Sons, LP for Approximately 1,112 acres of county-owned property at the Crows Landing Air Facility located on the west side of Stanislaus County.
2. Authorize the Chief Executive Officer to execute a three-(3) year lease on behalf of the county.

FISCAL IMPACT:

The County acquired the former Crows Landing Air Facility (the Property) from the Federal government in late 2004. At that time, NASA was leasing approximately 1,112 acres of agricultural land to Michelena Farms. This lease was assigned to the County when the County acquired title to the Property, which provided approximately \$100,080 annually in rental income through that pre-existing lease agreement. The lease with Michelena Farms lease expired at the end of 2005.

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BOARD ACTION AS FOLLOWS:

No. 2010-694

On motion of Supervisor Chiesa and approved by the following vote, Seconded by Supervisor O'Brien

Ayes: Supervisors: O'Brien, Chiesa, DeMartini, and Vice-Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: Chairman Grover

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Authorization to Award a Three Year Agricultural Lease with Melvin T. Wheeler & Sons, LP for Approximately 1,112 Acres of County-Owned Property at The Crows Landing Air Facility Located on The West Side of Stanislaus County

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**FISCAL IMPACT CONTINUED:**

In October of 2005, the Board of Supervisors awarded a three-year agricultural lease to Pride of San Juan, Inc. (Pride) with a term beginning on January 1, 2006. This lease, in a very different economy provided approximately \$279,112 per year. On July 23, 2010 Pride of San Juan officially abandoned their lease agreement and entered into court appointed receivership. Since that time, the Property has been unattended.

The proposed lease with Melvin T. Wheeler and Sons is for a period of three years with an option to extend for an additional two years, and will provide approximately \$111,200 annually in rental income to the County. In light of the condition that Pride of San Juan left the property a 50% lease reduction (in year one only) has been extended to the lessee to off set the costs to bring the property on-line and farming ready. In addition and consistent with past Ag lease practice at this location, an additional \$8,000 annually has been deducted from the lease rate obligating the new tenant to maintain the entire facility through twice annual weed maintenance and abatement activities. The total lease revenue over three years (after incentives) will be approximately \$261,000.

**DISCUSSION:**

When the County acquired the former Crows Landing Air Facility (the Property) from the Federal government in late 2004, NASA was leasing approximately 1,112 acres of agricultural land to Michelena Farms. This lease was assigned to the County when the County acquired title to the Property, and it expired at the end of 2005. In October of 2005, the Board of Supervisors awarded a three-year agricultural lease to Pride of San Juan, Inc. (Pride) with a term beginning on January 1, 2006 a lease rate of approximately \$251 per acre. One of Pride's main crops was spinach. In the early summer of 2009 Pride, began to experience significant financial difficulties mainly due to an outbreak of e-coli contamination found in spinach crops which directly affected sales. On July 2, 2010 Pride of San Juan filed for Chapter 7 bankruptcy and formal notice of abandonment to the Crows Landing Ag lease.

On August 10, 2010, the General Services Agency Purchasing Division (GSA) issued Request for Proposal (RFP) #10-34-MSP to solicit proposals to lease the Crows Landing Air Facility under an aggressive time line. The notice of the RFP was published in the local newspaper from August 19, 2010 through September 2, 2010. The notice was also posted in various public places including Tenth Street Place, the main branch of Stanislaus County Public Library, the Clerk-Recorder's office and the office of the Stanislaus County Agricultural Commissioner. A mandatory pre-conference was held on August 24, 2010 with final proposals due on September 9, 2010. One proposal was received, with a proposed lease rate of \$30.00 per acre, which is significantly lower than the prior lease rate. GSA cancelled RFP #10-34-MSP and provided written notice of cancellation to the sole proposer on September 16, 2010.

Authorization to Award a Three Year Agricultural Lease with Melvin T. Wheeler & Sons, LP for Approximately 1,112 Acres of County-Owned Property at The Crows Landing Air Facility Located on The West Side of Stanislaus County

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On September 17, 2010, GSA issued RFP #10-46-MSP with a more relaxed time line. The notice for the RFP was published in several local newspapers from September 22, 2010 through October 5, 2010. The notice was also posted in various public places including Tenth Street Place, the main branch of Stanislaus County Public Library, the Clerk-Recorder's office and the office of the Stanislaus County Agricultural Commissioner. A non-mandatory pre-conference was held on October 4, 2010 with final proposals due on October 22, 2010. One proposal was received. The sole proposer, Melvin T. Wheeler & Sons, LP submitted a proposal to lease the facility for \$100 per acre or \$111,200 per year. The lease is for a period of three years with the option to extend the lease for two additional one-year periods.

Section 4.24.010 of the Stanislaus County Code sets forth the procedure for the leasing of real property belonging to the County. The County is required to accept the highest proposal from qualified proposers, or it may reject all bids.

Staff recommends approval of this agricultural lease due to the County's intention to develop the property as a business/industrial job center in the near term. The income generated from the proposed Ag lease provides the County an opportunity to offset costs associated with on-going security; planning; redevelopment analysis; land-owner associated issues and associated development preparation costs.

**POLICY ISSUE:**

Board approval is required to award this lease. Approval to award this lease supports the Board's priorities of A Strong Local Economy and Effective Partnerships.

**STAFFING IMPACT:**

Existing staff will administer the agricultural lease.

**CONTACT:** Keith D. Boggs, (209) 652-1514

Attachment: Crows Landing Ag Lease 2010

**COUNTY OF STANISLAUS & MELVIN T. WHEELER & SONS, L.P.  
NOVEMBER 10, 2010  
FARM LEASE AGREEMENT**

LEASE SUMMARY:

Landlord:	Stanislaus County General Services Agency Purchasing Agent 1010 10th Street, Suite 5400 Modesto, California
Tenant:	Melvin T. Wheeler & Sons, L.P. 5301 Woodland Avenue Modesto, CA 95356
Leased Premises:	Approximately 1,112 acres of real estate, in the County of Stanislaus, State of California (APN #027-001-057 and 027-003-074) exclusive of a two-acre portion used for access from Bell Road to the runway immediately south of Parcel C as shown on Exhibit 1.
Permitted Use:	Exclusive use of Leased Premises for the purposes of planting, growing and harvesting of row crops (tree crops prohibited) and for no other purposes. Hunting is specifically prohibited on the Leased Premises at any time.
Base Rent:	Base Rent is \$111,200.00 per year.
Term:	3 years with option to renew for 2 additional 1-year terms. Total of 5 years only.
Commencement date	November 10, 2010 at 12:01 a.m.
Termination date	November 9, 2013 at 11:59 p.m., subject to earlier termination or extension as provided herein.
Exhibits:	Exhibit 1 "Map of the Premises" Exhibit 2 "Notice Re: Crows Landing Munitions" Exhibit 3 "Water Covenant" Exhibit 4 "Well Information" Exhibit 5 "Flood Zones" Exhibit 6 "Wetland and Wildlife Habitat" Exhibit 7 "Avigation Easements shown on Record of Survey" Exhibit 8 "Tenant's Response to RFP"

## FARM LEASE AGREEMENT

This Farm Lease Agreement (the "Lease") is entered into in the City of Modesto, State of California, as of November 10, 2010 (the Effective Date) between the COUNTY OF STANISLAUS, a political subdivision of the State of California ("Landlord"), and Melvin T. Wheeler & Sons, L.P., ("Tenant") a California limited partnership, in consideration of the premises, and the agreements, terms and conditions set forth, below.

1. PREMISES: Landlord hereby leases to Tenant approximately 1,112 acres of real estate (the "Leased Premises"), in the County of Stanislaus, State of California as shown on Exhibit 1 ("Map of the Leased Premises") attached hereto. Specifically excluded from the Leased Premises is a two-acre portion of the Leased Premises for access from Bell Road to the runway immediately south of Parcel C as shown on Exhibit 1.
2. RESERVATION OF RIGHTS: This Lease is subject to all outstanding easements and rights of way over, across and upon the Premises. The Landlord may grant additional easements or rights of way over, across, in and upon the Leased Premises as necessitated be in the public interest. The Landlord reserves all mineral rights in the Leased Premises together with any mineral deposits thereunder. The Landlord also reserves the right to use or authorize the use of the runways for any purpose it deems appropriate.
3. CONDITION OF LEASED PREMISES:
  - 3.1 The parties acknowledge that the Leased Premises is in need of a significant investment of time and resources before Tenant can begin farming, including the removal of a considerable amount of drip tape previously installed (collectively, "Reclamation"). Tenant agrees to complete all Reclamation at its own expense. As consideration therefor, Landlord agrees to reduce the annual rental rate for the first year by fifty percent (50%) ("Reclamation Credit") as set forth in Section 4 below. Landlord agrees to reimburse Tenant for the actual cost of the disposal of the drip tape but shall have no other obligation to compensate Tenant for expenses incurred related to Reclamation of the Leased Premises. Reclamation shall be completed in accordance with Landlord's written approval, which approval shall not be unreasonably withheld.
  - 3.2 Tenant acknowledges that Leased Premises is a former military base, portions of which are the subject of ongoing remediation of existing hazardous soil and groundwater contaminants. Tenant shall allow all federal, state and local officials access to the Leased Premises for purposes relating to such ongoing remediation. Tenant shall not enter any remediation areas and shall fully cooperate with ongoing remediation operations.
  - 3.3 Tenant further acknowledges that portions of the Leased Premises may contain munitions or exploded or unexploded ordnance. Tenant shall follow the Munitions Safety Procedures attached hereto as Exhibit 2 ("Notice Re: Crows Landing Munitions") and any additional safety procedures recommended and approved by the Landlord at any time during this term of this Lease.

3.4 Tenant hereby accepts the Leased Premises (a) in the condition existing as of the Effective Date, and (b) subject to all applicable zoning, county and state laws, ordinances and regulations governing and regulating the use of the Leased Premises and any covenants or restrictions of record. Tenant has independently evaluated the condition of the Leased Premises and has determined that it is acceptable for Tenant's use. Tenant acknowledges that neither Landlord nor any agent or employee of Landlord has made any representations or warranties with respect to (a) the Leased Premises; (b) the condition of the Leased Premises; (c) the improvements on the Leased Premises; (d) the availability of utilities or sanitary sewer systems; (e) the condition of the soil or the crops on the Leased Premises; (f) the productivity of the land; (g) the cost of production; (h) the number of acres in production; (i) the availability or suitability of federal, state or ground water for Tenant's use; (j) or the suitability or fitness of the Leased Premises for the conduct of Tenant's business.

4. PAYMENT:

4.1 Tenant agrees to pay to Landlord and Landlord agrees to accept as payment for the use and possession of the Leased Premises as follows:

Year:	\$ per acre:	Annual Rent:	Reclamation Credit:	Weed Abatement Credit:
1	\$100.00	\$111,200.00	50% of annual rent	\$8,000.00
2	\$102.00	\$113,424.00	N/A	\$8,000.00
3	\$104.04	\$115,692.48	N/A	\$8,000.00

4.2 Annual rent shall be paid in four (4) equal installments (US dollars) due on November 10, February 10, May 10 and August 10 of each year. All payments shall be payable to Stanislaus County and delivered to:

Stanislaus County Auditor-Controller  
1010 Tenth Street, Suite 5100  
PO Box 770  
Modesto, California 95353

4.3 If payment is received more than five (5) business days after the due date Tenant agrees to pay a late charge on the amount of unpaid rent at the rate of ten percent (10%) per annum from the payment due date until payment of the rent is received. County's acceptance of the payment of the late charge does not constitute a waiver of any rights or remedies granted herein.

5. TERM: The term of this lease shall be for a period of three (3) years, commencing on November 10, 2010 at 12:00 a.m., and terminating on November 9, 2013 at 11:59 p.m. (the "Initial Term").

6. OPTION TO RENEW: This Lease will not automatically renew but may, at Tenant's option, be renewed for two additional one-year terms (each a "Renewal Term") at a rate to be negotiated by the parties. Such renewal shall be in the form of an amendment to the

Lease to be executed at least thirty (30) days prior to the expiration of the then current term. In no case, however, shall the renewal period extend beyond two (2) years from the beginning of the Initial Term of this Lease.

7. TERMINATION:

- 7.1 For Convenience. Landlord may terminate this Lease without cause and for convenience with respect to all or part of the Leased Premises upon thirty (30) days prior written notice to Tenant. Upon such termination the Landlord shall reimburse Tenant all actual costs paid by Tenant for planting and harvesting the relevant portion of the Leased Premises subject to termination, plus fifteen percent (15%) of said costs, for the crop year in which termination occurs.
- 7.2 Default. Should Tenant default in the performance of its obligations under this Lease or materially breach any of provisions hereof Landlord may, at its option, terminate this Lease by giving written notification to Tenant.
- 7.3 Breach of Law. Tenant's willful violation of any law or regulation as described in Section 10 ("Water") below shall constitute grounds for termination of the lease without compensation upon fifteen (15) days prior written notice.
- 7.4 Other. This Lease shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of Tenant; (b) sale of Tenant's business, (c) cancellation of insurance required under this Lease, or (d) if, for any reason, Tenant ceases to be licensed or otherwise authorized to do business in the State of California, and the Tenant fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

8. UTILITIES: Tenant shall pay for all water, sewer, gas, electricity, telephone, and all other services supplied to the Leased Premises.

9. TENANT'S DUTIES AND OBLIGATIONS:

- 9.1 The Leased Premises is leased to Tenant exclusively for the purposes of planting, growing and harvesting of row crops (tree crops prohibited) as set forth herein and as set forth in Tenant's Response to RFP attached hereto as Exhibit 8, and for no other purposes. Hunting is specifically prohibited on the Leased Premises at any time.
- 9.2 Tenant shall pay all costs associated with farming the Leased Premises including but not limited to installation of necessary pumps, irrigation facilities, and related improvements; the cost of labor, utilities, water, power, machinery, equipment, fertilizer, insecticides, insurance, and applicable taxes which are necessary and/or appropriate to operate and manage the Leased Premises.
- 9.3 Tenant shall use its best efforts to hire employees, contractors, suppliers, custom operators and agents who are located in Stanislaus County.

- 9.4 Agricultural Practices. Tenant shall follow agricultural practices generally recommended for, best adapted to and most appropriate for the Leased Premises. Tenant shall follow all agricultural and conservation measures and plans approved by the West Stanislaus Resource Conservation District, other local Districts, and/or State agencies.
- 9.5 Weed Abatement. Tenant shall manage weeds (a) around the perimeter of the Leased Premises and all internal roadways, runways and tarmac areas on and over Leased Premises to prevent reseeding. Tenant shall at its own expense perform weed control at least twice during each lease year – once in the spring prior to the maturation of weed seeds, and once in the fall to control late-growing weeds. Weed growth inhibitors shall be used in accordance with the terms and conditions set forth in Section 9.4 below. For Weed Abatement Credit, please see section 4 above.
- 9.6 Fence Maintenance. Tenant shall maintain all existing fences within or surrounding the Leased Premises.
- 9.7 Use of Insecticides and Other Chemicals. Tenant shall store, use and dispose of pesticides, fertilizers and other chemicals, in accordance with applicable state and federal laws and regulations. Tenant shall maintain and furnish to Landlord at Landlord's request, a field-by-field record of the amount, kind and dates of applications of fertilizers and pesticides as well as a material safety data sheet (MSDS) for each and every pesticide, fertilizer and other chemical used. Tenant shall maintain such records for a minimum of four (4) years from the date of termination of this Lease. Nutrients and pesticides shall be used with the assistance of a registered pest control advisor, a farm advisor and the Stanislaus County Agricultural Commissioner.
- 9.8 Tenant shall submit a Hazardous Materials Business Plan to the Stanislaus County Department of Environmental Resources. Tenant shall make the Leased Premises and its operations available for inspection regarding the storage of hazardous materials on the Leased Premises.
- 9.9 Minimum Tillage and Dust Control. Tenant shall practice "minimum tillage" where practical and feasible for farming operations. To reduce possible hazard to aircraft, tillage operations shall be scheduled to minimize the time during which soil will be subject to wind erosion and dust production by providing a minimum of seventy-two (72) hour advance notice to County's representative as defined in Section 29 below. Tenant shall control excessive dust through the application of water at its own expense.
- 9.10 Soil Ripping. Tenant shall exercise extreme caution when ripping, chiseling or slip-plowing to avoid damage to improvements, utility lines or pipes existing on the Leased Premises. Tenant shall be liable for any damage to structures, utilities, monuments, and improvements owned by Landlord resultant from Tenant's agricultural activities.



- 9.11 Road Damage Prevention. Tenant shall not operate "track-laying" or "spike wheeled" vehicles on or over paved roads unless road protective measures are taken. Tenant shall be liable for any damage to roads resultant from Tenant's agricultural activities.
- 9.12 Fire Prevention. Tenant shall comply with applicable fire control and prevention rules, practices and regulations. All equipment, fuel and oil may be stored in an appropriate storage area. A twenty (20) foot firebrake of bare disked soil shall surround all flammable materials.
- 9.13 Crop Residue. Crop stubble or residue shall be disked into the soil within two (2) weeks after harvest. Grazing and fire shall not be used to eliminate residue.
- 9.14 Debris Removal. Tenant, at its own expense, shall dispose of all debris and empty containers generated on the Leased Premises. Landlord, however, shall pay for the disposal of the drip tape to be removed by Tenant.
- 9.15 Fallow Land Management. Tenant may, at its own option and sole expense, lay fallow any portion of the Leased Premises. Tenant shall, however, be responsible for weed control during such time as the land remains uncultivated.
- 9.16 Harvest Crop Storage. Tenant may store harvested crops only in areas approved by the Landlord.

10. WATER:

- 10.1 Water District. Water for irrigation is available from the Del Puerto Water District. Tenant shall make its own independent investigation and arrangements for obtaining and paying for all water charges from the Del Puerto Water District. Tenant shall comply with all rules and regulations of the Del Puerto Water District.
- 10.2 Well Covenant. Attached as Exhibit 3 is a covenant governing the use of well water (the "Water Covenant"). Tenant shall use well water on the Leased Premises only in accordance with the Water Covenant.
- 10.3 Wells. Attached as Exhibit 4 ("Well Information") is information concerning wells at the Crows Landing Flight Facility. Tenant shall abide by all applicable laws and regulations relating to well use. Tenant shall not construct any new wells without the express written permission of the Landlord.

11. IRRIGATION AND DRAINAGE CONTROL:

- 11.1 Tenant shall provide, install and maintain, at its own expense, all irrigation facilities, pipes, pumps, and related facilities which may be necessary or appropriate for its use of the Leased Premises. Upon termination of this Lease, (a) all temporary irrigation facilities shall remain the property of Tenant, and (b) all facilities existing as of the Effective Date and permanent fixtures installed by Tenant with Landlord's consent shall remain the property of Landlord.

- 11.2 Regional Water Quality Control Board. Tenant shall comply with all laws, rules and regulations of the Central Valley Regional Water Quality Control District including but not limited to all laws and regulations pertaining to irrigated lands and Board Resolution R5-2003-0105 Conditional Waiver of Waste Discharge Requirements for Discharges from Irrigated Lands within the Central Valley. Tenant shall obtain all necessary permits relating to the discharge of water and pay all related fees and assessments imposed by the Central Valley Regional Water Quality Control District. Tenant shall be responsible for and pay any and all fines and penalties imposed by any state or local agencies, or district for violation of such laws or regulations by Tenant, its employees, officers, agents or contractors.
- 11.3 Drainage Control. Tenant shall, at its own expense, maintain all irrigation and drainage ditches essentially free of weeds, excessive vegetation, silt and debris. Tenant shall maintain all culvert outfall/outlets that discharge water into main or secondary drains or into the silt pond, and shall provide discharge protection as necessary to prevent erosion. All irrigation and drainage ditches shall be constructed at least eight (8) feet from utility poles, survey monuments and manholes. Tenant shall immediately repair all leaking irrigation ditches to prevent soil erosion and provide unimpaired vehicle access between fields. Borders and/or furrows shall be constructed as needed to provide effective and efficient distribution of irrigation water and collection and return of tail-water. Permanent water control structures shall be maintained and repaired by Tenant at its own expense. Permanent water control structures shall remain the property of Landlord upon the termination of this Lease.
- 11.4 Tenant shall control soil erosion; keep in good repair all terraces, ditches, inlets and outlets of drains; preserve all established watercourses and irrigation systems; and refrain from any practices which will injure such structures or systems. Tenant shall ensure that excess drainage water released does not flood County roads, Highway 33 or downstream land users. Tenant shall comply with all regulations and management plans regarding water run-off and pesticide run-off by the West Stanislaus Conservation District and any other state or local district.
- 11.5 Tailwater System. An irrigation tailwater recovery system exists at the northeast corner of the Leased Premises to conserve and recycle irrigation water and to prevent excessive tailwater from leaving the Leased Premises. All permanent improvements, such as sumps and buried pipelines, are the property of Landlord but shall be used and maintained by Tenant at its own expense. Tenant shall provide, at its own expense, pumping devices for tailwater sump and pay all associated operational costs. Tenant, at its own expense, shall clean the sump of sediment, weedy material and debris and restore the sump to its original capacity and condition. Sediment cleaned from the sump shall be spread evenly on the fields. Tenant shall maintain the system so that sediment settles and the sump can be operated in a functional condition.

- 11.6 Mosquito Abatement. In order to minimize mosquito breeding, Tenant shall not permit tailwater runoff to stand in ditches between operations during the critical mosquito breeding seasons. Tenant shall be responsible for abatement of all mosquitoes.
- 11.7 Floodplains. Tenant acknowledges that a portion of the Leased Premises (located on the western portion of the Leased Premises adjacent to Little Salado Creek) is designated as Flood Zone A which is expected to experience flooding during a 100-year storm. (See Exhibit 5, "Flood Zones"). All activities contemplated for this portion of the Leased Premises by the Tenant are subject to any and all federal, state and local laws, rules and ordinances governing land use in floodplain areas.
- 11.8 Wetlands. Tenant acknowledges that the Leased Premises contains approximately 34.5 acres of wetlands. (See Exhibit 6, "Wetland and Wildlife Habitat"). All activities contemplated for the Leased Premises by the Tenant are subject to any and all federal, state and local laws, rules, and ordinances governing land use in wetland areas. Tenant shall obtain a permit from the US Army Corps of Engineers before filling, excavation, digging, or dredging or performing any other type of work in the wetland areas of the Leased Premises. Tenant's activities shall not cause degradation of the banks along wetland areas.
12. AVIGATION EASEMENTS: Tenant shall not store any equipment, vehicles or materials nor shall construct any temporary or permanent improvements, within the avigation easement areas as shown on Exhibit 7 ("Avigation Easements shown on Record of Survey"), without the express written approval of the Landlord.
13. STATUS OF TENANT: At all times during this Lease Tenant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as an independent contractors and not employees of Landlord. This Lease shall not be deemed nor is it intended to create a partnership relationship between the Landlord and Tenant.
14. MAINTENANCE AND REPAIRS: Tenant shall keep in good order, condition and repair the Leased Premises including all irrigation systems, pumps, fencing, drains, and all other improvements to the Leased Premises. Tenant shall, at its own expense, keep the Leased Premises in a safe and clean condition. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease due to Landlord's failure to keep the Leased Premises in good order, condition and repair.
15. COMPLIANCE WITH LAWS AND REGULATIONS: Tenant shall, at its own expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements (including but not limited to any requirements of the Del Puerto Water District; the Regional Water Quality Control Board, the San Joaquin Air Pollution Control District, and the West Stanislaus Conservation District) in effect during the term of this Lease regulating the use of the Leased Premises by Tenant. Tenant shall pay all fines and penalties assessed by any local agency, district, or state agency arising from a violation of any statute, ordinance, rule, regulation, order,

covenant or restriction of record relating to the use of the Leased Premises by Tenant, its employees, officers, agents or contractors. Tenant's willful violation of any law or regulation shall constitute grounds for termination as set forth in Section 7.3 above.

16. **WASTE OR NUISANCE:** Tenant shall not commit or permit the commission by others of any waste on the Leased Premises; Tenant shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Section 3479 of the California Civil Code; and Tenant shall not use or permit the use of the Leased Premises for any unlawful purpose.
17. **TAXES AND OTHER CHARGES:** It is understood that the Leased Premises interest created by this lease may be subject to Leased Premises taxation and that Tenant will be subject to the payment of Leased Premises taxes levied on such interest. Tenant shall pay all taxes, assessments or other charges levied or made as a result of Tenant's possession or use of the Leased Premises without contribution by Landlord.
18. **INSURANCE:**
  - 18.1. Tenant agrees to maintain during the life of this Lease insurance policies with coverage at least as broad as follows:
    - i. Commercial general liability insurance policy with a limit of not less than One Million Dollars (\$1,000,000.00) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Tenant under this Lease or the general aggregate limit shall be twice the required occurrence limit.
    - ii. If Tenant or Tenant's officers, employees, agents or representatives utilize a motor vehicle in performing any of the work or services under this Lease, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury and Leased Premises damage liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.
    - iii. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, Tenant certifies under Section 1861 of the Labor Code that Tenant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that Tenant will comply with such provisions before commencing the performance of the work of this Lease.
    - iv. Pollution/environmental liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. Tenant shall maintain claims made coverage for a minimum of three (3) years after the expiration of this Agreement.

- 18.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by Landlord. At the option of Landlord, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Tenant shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to Landlord guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. Landlord, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, Tenant agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of Tenant's defense and indemnification obligations as set forth in this Lease.
- 18.3 Tenant's insurance coverage shall be primary insurance regarding the Landlord and Landlord's officers, officials and employees. Any insurance or self-insurance maintained by Landlord or Landlord's officers, officials and employees shall be excess of Tenant's insurance and shall not contribute with Tenant's insurance.
- 18.4 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Landlord or its officers, officials and employees.
- 18.5 Tenant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 18.6 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance.
- 18.7 Tenant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 18.8 Tenant shall furnish Landlord with certificates of insurance showing coverage required by this Lease, including, without limitation, those that verify coverage for subcontractors of Tenant. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates shall be received and, in Landlord's sole and absolute discretion, approved by Landlord. Landlord reserves the right to require complete copies of all required insurance policies at any time.
- 18.9 The limits of insurance described herein shall not limit the liability of Tenant and Tenant's officers, employees, agents, representatives or subcontractors.

19. DEFENSE AND INDEMNIFICATION:

- 19.1 To the fullest extent permitted by law, Tenant shall indemnify, hold harmless and defend Landlord and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Lease by Tenant or Tenant's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible Leased Premises, including the loss of use. Notwithstanding the foregoing, Tenant's obligation to indemnify Landlord and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Tenant in contributing to such claim, damage, loss and expense.
- 19.2 Tenant's obligation to defend, indemnify and hold Landlord and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Lease for Tenant to procure and maintain a policy of insurance.
- 19.3 Subject to the limitations in 42 United States Code Section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:
- i. Tenant shall not be responsible for liability caused by the presence or release of hazardous substances or contaminants at the site, unless the release results from the negligence of Tenant or its subcontractors;
  - ii. No provision of this Lease shall be interpreted to permit or obligate Tenant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law; and
  - iii. At no time, shall title to hazardous substances, solid wastes, petroleum contaminated soils or other regulated substances pass to Tenant.

20. ALTERATIONS: Tenant shall not make or permit any other person to make any permanent alterations to the Leased Premises or any improvement thereon without the prior written consent of the Landlord. Tenant shall not erect or permit to be erected any permanent structure to the Leased Premises. Tenant shall not remove any trees or structures located on the Leased Premises without the prior written consent of Landlord.

21. TEMPORARY INSTALLATIONS: Subject to the prior written approval of the Landlord, Tenant may erect, at its own expense, temporary structures on the Leased Premises as may be necessary or incidental to its use under the lease. All such structures shall remain the Leased Premises of Tenant and shall be removed from the Leased Premises prior to the expiration of the lease term.

22. **DAMAGE:** At the termination of the lease, Tenant shall pay to Landlord reasonable compensation for any damage to the Leased Premises caused by Tenant or its invitees, agents or employees, excepting ordinary wear and tear or depreciation.
23. **ENTRY BY LANDLORD:** Tenant shall permit Landlord, its employees, agents, representatives, invitees, as well as any Federal, State and Local officials responsible for remediation of hazardous conditions on the former military base, to enter the Leased Premises at all reasonable times.
24. **ENTRY BY OTHERS:** Tenant shall have the right to post signs forbidding trespass by persons other than Tenant or his employees upon the Leased Premises, and to deny entry upon the Leased Premises to unauthorized persons.
25. **ASSIGNMENT:** Tenant shall not assign this Lease, nor sublet any portion of the Leased Premises, without the Landlord's prior written approval.
26. **DEFAULT BY TENANT:** All covenants and agreements contained in this Lease are declared to be conditions to this lease. Should Tenant default in the performance of any condition or agreement contained in this lease, Landlord may terminate this Lease as set forth in Section 7.2 above; re-enter and regain possession of the Leased Premises in accordance with the laws of the State of California then in effect.
27. **CONVEYANCE OF THE LEASED PREMISES:** Upon conveyance or transfer of all or part of the Leased Premises, Landlord shall be released from all obligations hereunder. Thereafter, Landlord's successor in title shall be responsible for performance of Landlord's obligations hereunder.
28. **NOTICES:** All notices required or permitted by this lease or by law to be served on or given to either party hereto by the other party, shall be in writing and personally delivered to the party to whom it is directed, or in lieu of personal service when deposited in the United States mail addressed as follows:
  - To Landlord - Stanislaus County Purchasing Agent  
1010 Tenth Street  
Modesto, CA 95354
  - With a copy to: Stanislaus County Chief Executive Office  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354
  - To Tenant : Melvin T. Wheeler & Sons, L.P.  
5301 Woodland Avenue  
Modesto, CA 95356
29. **REPRESENTATIVES.** The parties hereby appoint representatives to serve as points of contact during the term of this Agreement. The parties hereby appoint:

For County:

Keith D. Boggs, Deputy Executive Officer,  
Interim GSA Director/Purchasing Agent  
Stanislaus County Chief Executive Office  
1010 10<sup>th</sup> Street, Suite 6800  
Modesto, CA 95354  
(209) 652-1514  
[boggsk@stancounty.com](mailto:boggsk@stancounty.com)

For Contractor:

Jon Dobbs, Project Manager  
5301 Woodland Avenue  
Modesto, CA 95356  
(209) 480-0349  
[jondobbs@live.com](mailto:jondobbs@live.com)

30. **FAILURE TO VACATE:** Tenant shall promptly vacate Leased Premises at the expiration or termination of this Lease, whichever occurs first. If Tenant fails to vacate as herein provided, Tenant agrees that Landlord or its authorized agents may enter upon the Leased Premises and remove all personal property therefrom. In this event, Tenant waives (a) any and all claims for damages against Landlord, its agents or employees; (b) all rights Tenant may have to annual crops planted prior to the termination; and (c) any and all rights Tenant may have under Civil Code of Procedure Section 1161. In the event of Tenant's violation of any of the terms or conditions hereof, nothing herein shall be deemed a waiver of Landlord's rights to demand and obtain possession of the Leased Premises in accordance with law.
31. **RESTORATION OF THE PREMISES:** Before the expiration or earlier termination of this Lease, the Tenant shall restore the Leased Premises to the condition existing after Landlord's inspection under Section C. In the event of damage or destruction to the Leased Premises or any portion thereof by Tenant, its agents, officers, employees, or invitees, Tenant shall promptly repair or replace such Leased Premises to the satisfaction of the Landlord or compensate the Landlord for the loss or damage to the Leased Premises, as the Landlord shall elect.
32. **LIENS:** Tenant shall promptly discharge or cause to be discharged any lien, claim or demand of any kind which at any time may arise or exist with respect to the Leased Premises or materials or equipment furnished therefor, and if the same shall not be promptly discharged, the Landlord may cause such lien or claim to be discharged at the expense of Tenant.
33. **TIME OF ESSENCE:** Time is expressly declared to be the essence of this lease.
34. **WAIVER:** The waiver of any breach of any of the provisions of this lease by Landlord shall not constitute continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this lease.
35. **SEVERABILITY:** If any portion of this Lease or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Lease or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Lease are severable.




36. **AMENDMENT:** This Lease may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Lease and attached to the original Lease to maintain continuity.
37. **ENTIRE AGREEMENT:** This Lease supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Lease shall be valid or binding.
38. **ADVICE OF ATTORNEY:** Each party warrants and represents that in executing this Lease, it has received independent legal advice from its attorneys or the opportunity to seek such advice.
39. **CONSTRUCTION:** Headings or captions to the provisions of this Lease are solely for the convenience of the parties, are not part of this Lease, and shall not be used to interpret or determine the validity of this Lease. Any ambiguity in this Lease shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Lease.
40. **GOVERNING LAW AND VENUE:** This Lease shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Lease shall have venue in the County of Stanislaus, State of California.

[SIGNATURES SET FORTH ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Lease as of the date first above written.

LANDLORD:  
COUNTY OF STANISLAUS

TENANT:  
MELVIN T. WHEELER & SONS, L.P.

By:   
Richard Robinson, Chief Executive Officer

By:   
Dave Wheeler, Ranch Foreman/Vice President

Approved: BOS Resolution # 2010-694  
Dated: November 9, 2010

APPROVED AS TO FORM  
John P. Doering, County Counsel

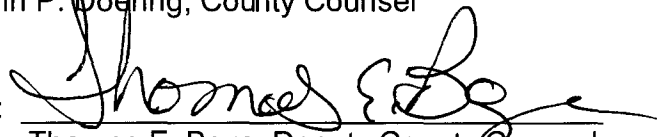
By:   
Thomas E. Boze, Deputy County Counsel

Exhibit # 1

Attachment 101

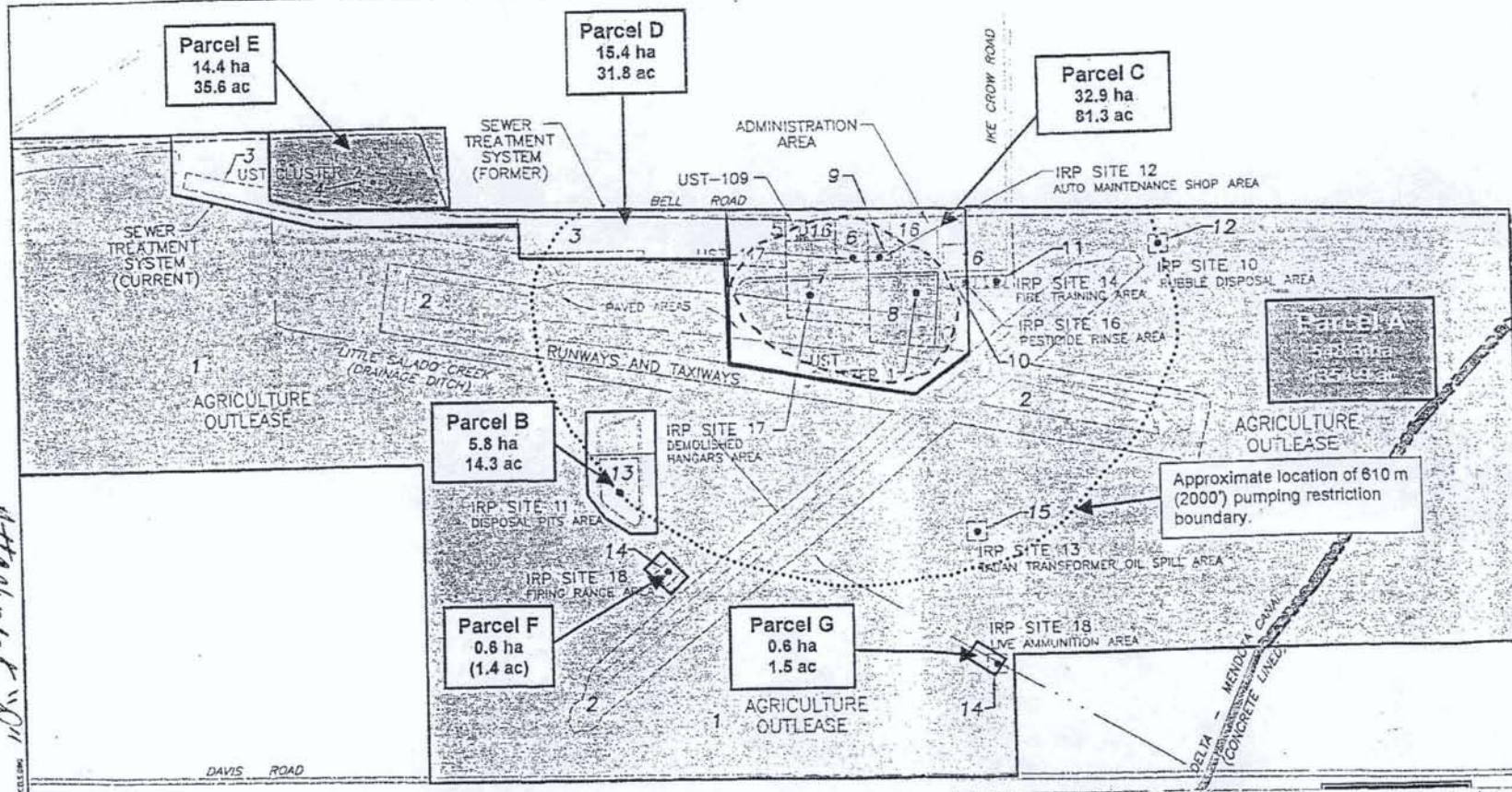


Exhibit 2

**NOTICE RE:  
CROWS LANDING MUNITIONS**

According to the Navy's Fact Sheet dated May, 2004 (attached), the Navy has found and removed projectiles and fragments of projectile fins during environmental investigations. It is possible that other types of munitions, inert or live, may be present. If a munitions item is disturbed, an explosion may result. Training and practice munitions may contain some type of spotting charge that may contain a few grains to several pounds of explosives.

NEVER APPROACH A SUSPECTED EXPLOSIVE ORDNANCE ITEM.

DO NOT TOUCH, MOVE OR DISTURB SUSPECTED MUNITIONS OR ORDNANCE.

ALWAYS LEAVE MUNITIONS HANDLING TO THE PROFESSIONALS.

NEVER ASSUME THAT MUNITIONS FOUND ARE HARMLESS. DO NOT TOUCH OR MOVE ANYTHING THAT COULD POTENTIALLY BE A MUNITION.

REPORT MUNITIONS OR ANYTHING THAT LOOKS LIKE MUNITIONS TO THE STANISLAUS COUNTY SHERIFF'S OFFICE (209)837-4805 OR (209)581-4335 AND STANISLAUS COUNTY CHIEF EXECUTIVE OFFICE (209)525-6333.





## National Aeronautics and Space Administration (NASA) Crows Landing Flight Facility [former Naval Auxiliary Landing Field, Crows Landing]

This Fact Sheet provides information regarding munitions, or unexploded ordnance (UXO) items, which have been discovered during the Installation Restoration Program (IRP) and other activities at the NASA Crows Landing Flight Facility (the Facility). This facility is formerly known as the Naval Auxiliary Landing Field (NALF), Crows Landing and is located in Stanislaus County, California.

To date, the Navy has found and removed projectiles and fragments of projectile fins during environmental investigations. It is possible that other types of munitions, inert or live, may be present.

Surface and near surface metallic debris and munitions items have been identified during previously completed inspections, surveys, and trenching activities. These items were found at or near IRP Site 11 (Disposal Pits) near the central section of the Facility, IRP Site 18 North (Former Target Berm), IRP Site 18 South (Live Ammunition Area), and the area adjacent to Little Salado Creek in the western section of the Facility. Examples of munitions items that have been found at the Facility are shown in Photographs 1 and 2.

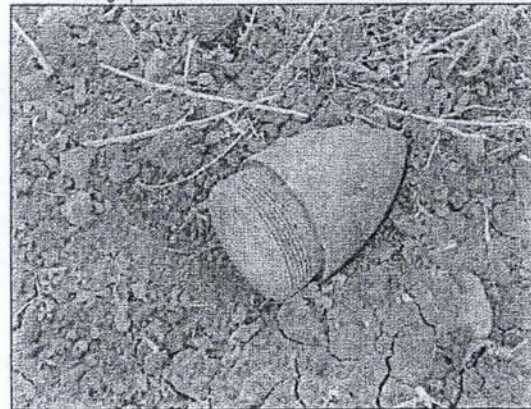
The Navy will continue acquiring and reviewing historical records, conducting visual inspections, exploratory trenching, conducting geophysical surveys, and removing munitions items. The Navy will update the community regarding the presence or potential presence of munitions at the Facility. Copies of plans and reports pertaining to munitions will be placed in the local information repository located at the Patterson Branch of the Stanislaus Public Library.

Photograph 1. 20mm rounds discovered and removed near Little Salado Creek (near IRP Site 18).



(U.S. Navy Photograph)

Photograph 2. 2.25-inch rocket removed near IRP Site 11.



(U.S. Navy Photograph)

## Munitions Safety – What You Should Know and Do

**\* DO NOT TOUCH, MOVE, OR DISTURB SUSPECTED MUNITIONS OR ORDNANCE \***

UXO, or potentially live munitions, could be present. If a munitions item is disturbed, an explosion may result. Training and practice munitions may contain some type of spotting charge that simulates an explosive impact. The spotting charge may contain a few grains to several pounds of explosives.

## Munitions/UXO Safety Precautions

- Never approach a suspected explosive ordnance item.
- Never attempt to move or disturb any munition.
- Always leave munitions handling to the professionals
- Never assume that any munitions found at the NASA Crows Landing Flight Facility are harmless. Do not touch or move anything you see that could potentially be a munition.
- Heed all warning signs (if you see a sign stating "Danger – Explosives – Keep Out," keep out of that area. Avoid all areas where munitions are known to be located.
- Report munitions or anything that looks like UXO to the Stanislaus County Sheriff's Department at (209) 837-4805 or (209) 581-4335.
- If you have a "war trophy" that you suspect might be live, contact the Sheriff's Department for assistance.

### Historical Background

The former NALF Crows Landing was commissioned in May 1943 and has served primarily as an auxiliary airfield for operations from Naval Air Station, Moffett Field. The Navy closed the facility in 1994 in accordance with the Base Realignment and Closure (BRAC) Act, and it was transferred to NASA on July 1, 1994. In October 1999, NASA was authorized by legislative act of the 106<sup>th</sup> Congress of the United States of America (Public Law 106-82) to transfer the facility to Stanislaus County.

The Navy is responsible for the restoration of contaminated sites that were the result of historical Navy operations at the facility. The Navy is the lead agency for the implementation of the Installation Restoration Program. The California Department of Toxic Substances Control, the California Regional Water Quality Control Board, Central Valley Region, and the California Integrated Waste Management Board provide regulatory oversight.

### Opportunities for Community Involvement

The Navy will provide periodic updates to the community through Fact Sheets and Public Notices. These documents are available for viewing on the Navy's Environmental web site at the following address: <http://www.efdswn.navfac.navy.mil/Environmental/CrowsLanding.htm#facts>

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Administrative Record documents are available at the Information Repository at the Stanislaus County Library, Patterson Branch, 46 North Salado Avenue, Patterson, CA, telephone: (209) 892-6473.

### For More Information

For more information pertaining to the Navy's environmental restoration program projects at the Facility, please contact:

Mr. Michael Bloom  
BRAC Environmental Coordinator  
Southwest Division, Naval Facilities Engineering Command  
Code 06CM.MB  
1220 Pacific Highway  
San Diego, California 92132-5190  
Telephone: (619) 532-0967; Fax: (619) 532-0940  
E-mail: [Michael.S.Bloom@navy.mil](mailto:Michael.S.Bloom@navy.mil)

Or

Ms. Lynn Marie Hornecker  
Project Manager  
Southwest Division, Naval Facilities Engineering Command  
Code 06CC.LMH  
1220 Pacific Highway  
San Diego, California 92132-5190  
Telephone: (619) 532-0783; Fax: (619) 532-0780  
E-mail: [Lynn.Hornecker@navy.mil](mailto:Lynn.Hornecker@navy.mil)

Exhibit 3 - Water Covenant

WE HEREDY CERTIFY THIS TO BE A TRUE  
AND CORRECT COPY OF THE ORIGINAL  
RECORDED ON OCT 29, 2004  
INSTRUMENT NO 0179069  
FIRST AMERICAN TITLE INSURANCE CO.  
By D. Glom

RECORDING REQUESTED BY AND  
WHEN RECORDED, MAIL TO:

Mr. Greg Issinghoff  
Project Manager  
California Regional Water Quality Control Board  
Central Valley Region, Fresno Office  
1685 E Street  
Fresno, CA 93706-2020

---

(Space Above This Line For Recorder's Use Only)

**COVENANT TO RESTRICT USE OF PROPERTY**  
**WATER USE RESTRICTION**

This Covenant to Restrict Use of Property--Water Use Restriction ("Covenant") is made as of October 26, 2004 by and between the County of Stanislaus (referred to herein as "Covenantor"), and the Central Valley Regional Water Quality Control Board ("Regional Water Board" or "Covenantee").

WHEREAS, immediately preceding the recordation of this instrument, pursuant to Public Law 106-82, the Federal Government conveyed by quitclaim deed to the County that certain real property known as Area A identified on that certain Amended Record of Survey, filed in Book 28 of Surveys Page 56 in the Official Records of Stanislaus County, California ("RECORD OF SURVEY") of the Official Records of Stanislaus County, California ("Record of Survey") consisting of approximately 1351.54 acres of the former NASA Crows Landing Flight Facility, formerly known as the Naval Auxiliary Landing Field, Crows Landing, California, situated in the County of Stanislaus, State of California (the "Property").

WHEREAS, Public Law 106-82 and the quitclaim deed provide that the conveyance to the County shall not relieve any Federal agency of any responsibility under law, policy, or Federal interagency agreement for any environmental remediation of soil, groundwater or surface water.

WHEREAS, because of groundwater contamination adjacent to portions of the Property, a "610 m (2000') pumping exclusion boundary", as shown in the area highlighted on Exhibit A, has been identified by the Covenantee ("Restricted Area"). To protect present and future public health and safety, to ensure the successful remediation of groundwater contamination and to prevent spreading the contamination, Covenantor desires and intends to restrict the use and/or extraction of groundwater in the Restricted Area as described below.



WHEREAS, This Covenant is given to bind Covenantor and successive owners of the Restricted Area to restrictions on the future use of the Property, which restrictions are for the benefit of the Covenantee.

NOW, THEREFORE, the Covenantor and the Regional Water Board, collectively referred to as the "Parties," hereby agree that the Restricted Area shall be utilized as set forth in this Covenant.

### RESTRICTIVE COVENANT

1. Restrictions on Use. The following uses or activities are prohibited within the Restricted Area without the express written permission of the Regional Water Board:

- (a) Construction of groundwater wells for injection or extraction and utilization or consumption of any groundwater within the boundary of the Restricted Area except as expressly stated herein.
- (b) Use (including pumping) of existing supply wells or the drilling of any new wells within the Restricted Area except as expressly stated herein.
- (c) Any other activity on the Restricted Area that would interfere with or adversely affect any groundwater remediation system or cause the contamination to migrate or spread from on the Restricted Area or result in the creation of a groundwater recharge area (e.g., unlined surface impoundments or disposal trenches). Normal landscaping and irrigation activities within the Restricted Area including routine irrigation practices are not prohibited activities.
- (d) Notwithstanding the above, the above prohibited activities shall not apply to: (i) the use of Well #6/8-17R(NASA) when used for emergency or fire suppression purposes only (ii) uses of groundwater approved by the Regional Water Board (iii) uses of groundwater after this Covenant is terminated.

2. Restrictions to Run with the Land. This Covenant sets forth protective covenants, conditions and restrictions ("Restrictions"), upon and subject to which the Restricted Area and every portion thereof shall be held, used, improved, occupied, leased, sold, hypothecated, encumbered and/or conveyed. The Restrictions shall run with the land and be binding upon and inure to the benefit of the Parties, their respective administrators, successors, assigns and their respective agents and employees, including Owners and Occupants. As used in this Covenant, the term: (a) "Owner" means the County, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Restricted Area; and (b) "Occupant" means Owners and any person or entity entitled by ownership, leasehold or other legal relationship to the right to occupy any portion of the Property within the Restricted Area. Upon any Owner delivering Notice (as defined below) of a conveyance or transfer of all or any portion of the Property (or any interest therein) within the Restricted Area, such Owner shall be released from any further obligations under this Covenant with respect to that portion of the Property conveyed or transferred, and the Regional Water Board agrees to look solely to the successor Owner or Occupant for the performance of the Owner's obligations under this Covenant. The Restrictions are imposed upon the entire Restricted Area except as otherwise expressly stated herein.

3. Deemed Concurrence. All persons or entities acquiring any interest in the Restricted Area or any portion thereof shall be conclusively deemed by such acquisition, lease or possession to have irrevocably agreed to the Restrictions for and among themselves and their heirs, successors, assignees, agents, employees, licensees and lessees, and the agents, employees, licensees and lessees of such owners, heirs, successors, and assignees.

4. Incorporation into Deeds and Leases. The Restrictions are hereby deemed to be incorporated by reference into each grant, creation or conveyance of any interest in the Restricted Area occurring after the date this instrument is recorded in the Official Records of Stanislaus County, whether or not referred to in the instrument effecting such grant, creation or conveyance.

5. Notification of Discovery of Activities Affecting Groundwater Systems. Each Owner or Occupant shall notify the Regional Water Board of the discovery of any activities conducted by such Owner or Occupant interfering with or adversely affecting any groundwater extraction, treatment or monitoring installation for the Restricted Area. The applicable Owner or Occupant shall provide the notification in accordance with this section within seven (7) working days after the discovery of the activity and shall include information regarding the type of activity, date of the activity and location of the activity on the Restricted Area.

6. Access. The Regional Water Board, NASA and the U.S. Navy and their respective employees, contractors and agents, shall have reasonable right-of-entry and access to the Property for inspection, monitoring, testing, sampling, installation and monitoring of remedial systems, and other activities consistent with the purposes of this Covenant as deemed necessary by the Regional Water Board, NASA or the U.S. Navy in order to protect the public health and safety or the environment and oversee any required activities.

7. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication of the Restricted Area, or any portion thereof, to the general public or anyone else for any purpose whatsoever.

8. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: when delivered, if personally delivered to the person being served or to an officer of a corporate party being served; or three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Covenantor:                    County of Stanislaus  
    Chief Executive Office  
    1010 10<sup>th</sup> Street, Suite 6800  
    Modesto, CA 95354

To Regional Water Board: Mr. Greg Issinghoff  
Project Manager  
California Regional Water Quality Control Board  
Central Valley Region, Fresno Office  
1685 E Street  
Fresno, CA 93706-2020

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this section.

10. Enforcement. This Covenant is entered into for the express benefit of Covenantee. Covenantor and/or Covenantee may enforce this Covenant to recover any and all damages recoverable under applicable law for breach in an action at law or in equity.

11. Variance. Covenantor, or any other owner of the Restricted Area or any portion thereof may apply to Covenantee for a written variance from or modification of this Covenant. Covenantee's consent thereto shall not be unreasonably withheld.

12. Termination. Covenantor, or any other owner of the Restricted Area or any portion thereof may apply to Covenantee for a termination of the Restrictions as they apply to all or any portion of the Restricted Area occupied by the applicant. Covenantee's consent thereto shall not be unreasonably withheld.

13. Term. Unless modified or terminated in accordance with paragraphs 1(d) or paragraph 12, by law or otherwise, this Covenant shall continue in effect until the underground contaminants adjacent to the Restricted Area have been remediated.

14. Partial Invalidity. If any provision of this Covenant is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

15. Attachments. All attachments referenced in this Covenant are deemed incorporated into this Covenant by reference.

16. Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

17. Successors and Assigns. This Covenant shall be binding upon and shall inure to the benefit of successors and assigns of the Parties hereto. If the jurisdiction of the Covenantee over environmental matters relating to the Property is at any time delegated to a different governmental agency, such agency shall succeed to the Covenantee's rights hereunder.

18. Representative Authority. The undersigned representative of each Party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

19. Counterparts. This Covenant may be executed in multiple counterparts which, when signed by all Parties, shall constitute a binding agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Covenant as of the date first set forth above.

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

By: Paul Caruso  
Paul Caruso, Board Chair

CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD, an Agency of the State of California

By: Thomas R Pinkos  
Mr. Thomas R. Pinkos  
Executive Officer

STATE OF CALIFORNIA, )  
) ss.  
County of Sacramento. )

On October 26, 2004, before me, Christine Ferraro Tallman, Clerk of the Board of Supervisors of the County of Stanislaus, personally appeared Paul Caruso, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand. Christine Ferraro Tallman

Christine Ferraro Tallman  
Clerk of the Board of Supervisors of the County of Stanislaus

STATE OF CALIFORNIA, )  
) ss.  
County of Sacramento. )

On 10/24/04, 2004, before me, Teresa Medeiros, a Notary Public in and for the State of California, personally appeared Thomas R. Pinkos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the within instrument in his/her capacity and that, by his/her signature on the within instrument, the person or entity upon behalf of which he/she acted executed the within instrument.

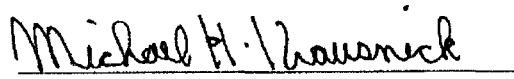
WITNESS my hand and official seal.

Signature Teresa Medeiros (Seal)



COVENANT TO RESTRICT USE OF PROPERTY  
WATER USE RESTRICTION

Approved as to form:



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MICHAEL H. KRAUSNICK  
Stanislaus County Counsel

**EXHIBIT "A"**  
**See Attached Diagram**

# Crows Landing Restrictive Covenant

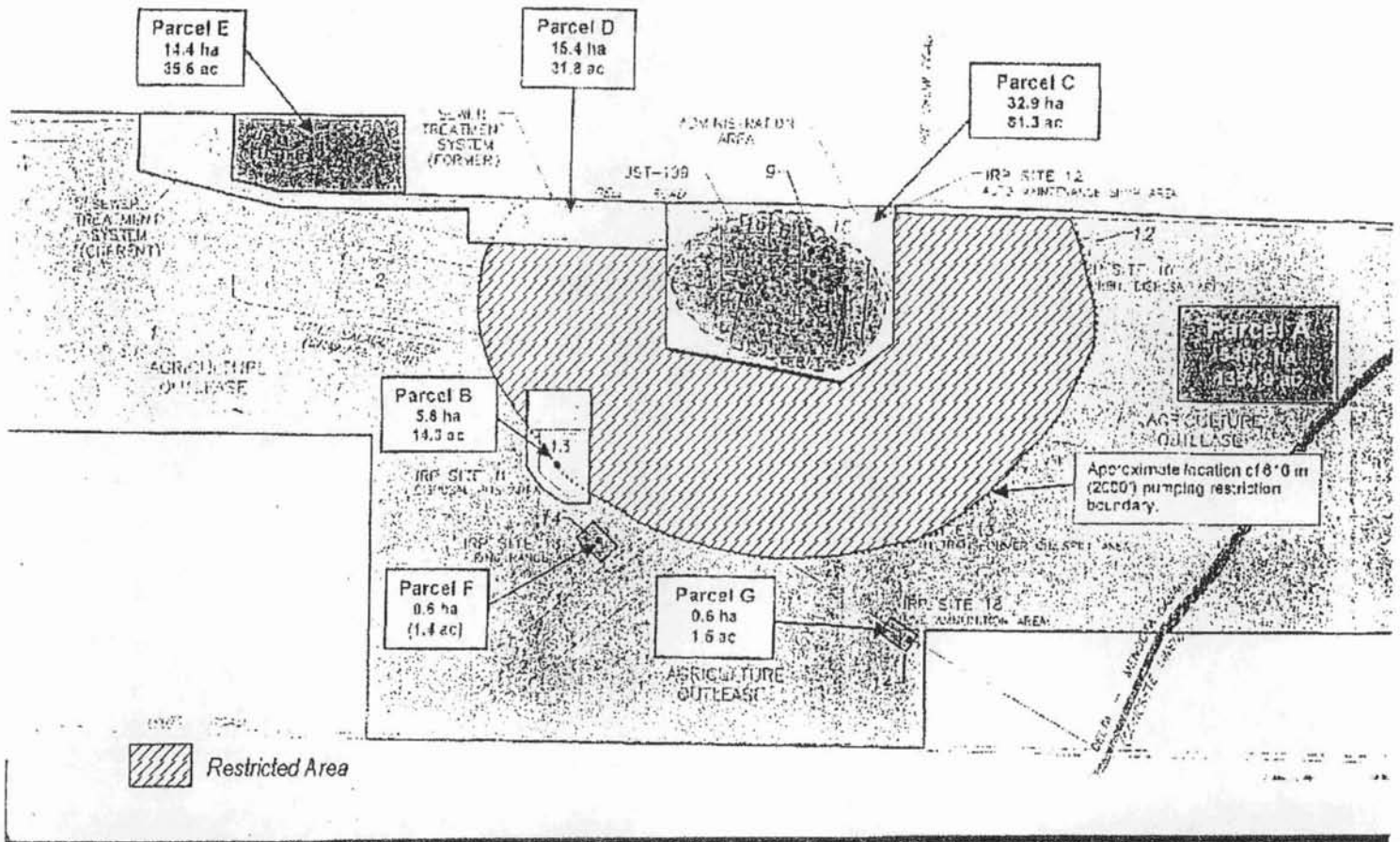
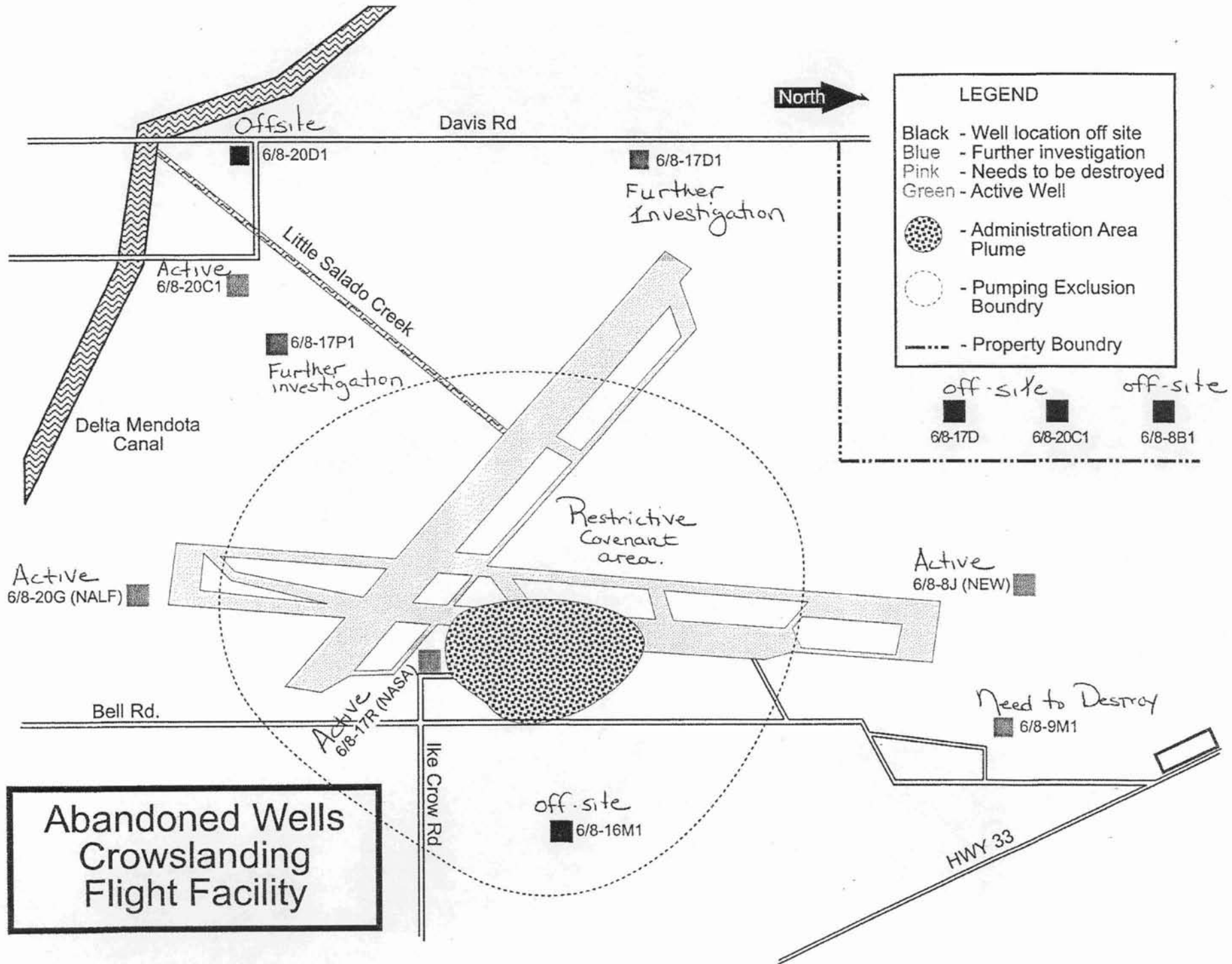




Exhibit 4 - Well Information





**WELL DESTRUCTION REPORT  
NASA CROWS LANDING FLIGHT FACILITY**

Report to the Crows Landing Air Facility Task Force  
Prepared by Nicole Damin  
February 2004

## SUMMARY

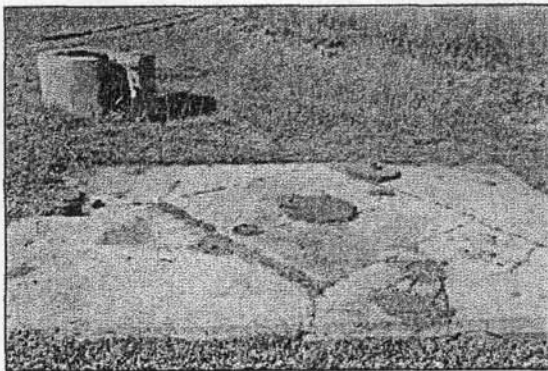
Stanislaus County Department of Environmental Resources (DER) has been charged with the task of identifying and summarizing the conditions of potentially "abandoned" supply wells located on the Crows Landing Flight Facility (site) property, located in Stanislaus County, California. Initial documentation indicated eight supply wells of inactive or unknown origin located at the site. DER staff met with members of Shaw Environmental & Infrastructure, the environmental consultants for the Navy, to assess the conditions of all eight potentially abandoned wells.

Of the eight wells identified, three were determined to be located off property incorporating the Crows Landing Flight Facility. Wells 6/8-20D1, 6/8-8G, and 6/8-16M1 were found to exist in varying conditions, but the actual locations of the wells are beyond the property boundaries for the site.

No evidence of well presence existed for two of the remaining five wells. DER and Shaw staff attempted to locate the existence of wells 6/8-8G1 and 6/8-8B1. Field observation indicated the wells have been destroyed with no evidence of piping, pump housing, or concrete platform currently present.

Field observation indicated three remaining potentially abandoned/inactive wells present at the site. Wells 6/8-9M1, 6/8-17P1, and 6/8-17 D1 will be discussed in further detail below.

### Abandoned/Inactive Wells

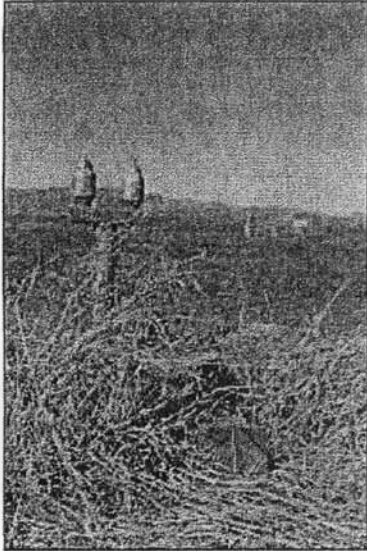


#### Well 6/8-9M1

Well 6/8-9M1 is located northeast of the runway to the west of Bell Road. Drilling logs for the well indicate the well was drilled in June 1991 for use as an irrigation well. Total depth of the well reported on the Well Log supplied by the Department of Water Resources indicates the total depth of the well to be 674 feet below grade.

The well was video logged by Shaw Environmental & Infrastructure in September 1992. Results of the video log indicate the total depth of the boring to currently be 523 feet, with heavy encrustation of the steel casing and screened interval. The pump and motor have been removed, and a welded metal lid currently caps the well.

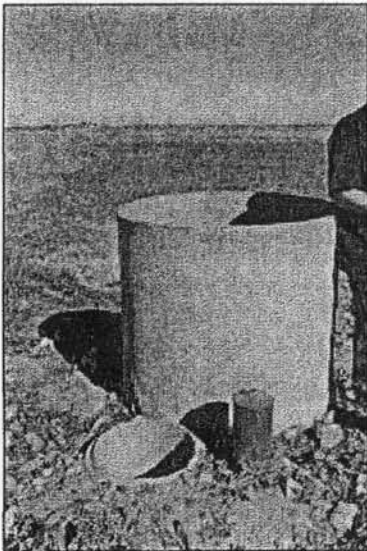
### Well 6/8-17P1



Well 6/8-17P1 is located west of the Flight Facility runways and east of Davis Road. Field observation indicated the presence of an irrigation riser in the vicinity of the former location of the well. No well pump is present in the vicinity. Evidence of well destruction could not be determined in the field. The picture to the left shows the irrigation riser and associated pipe, which is capped by a welded metal lid.

The Department of Water Resources Well Log for Well 6/8-17P1 indicates the well was a total depth of 634 feet below grade with a screened interval between 82 and 630 feet.

In order to confirm the destruction of well 6/8-17P1 an exploratory test pit would need to be dug in the vicinity of the irrigation riser. This is accomplished by using a backhoe to dig down approximately 5 to 10 feet in the general vicinity of the former well to determine if the well itself or evidence of destruction of the well is present. If the well were present it would require destruction as an abandoned well. If evidence such as the cement plug used in well destruction activities is present, then the well can be officially labeled as destroyed/closed.



### Well 6/8-17D1

Well 6/8-17D1 is located on the east side of Davis Road. Initial field observation indicates the well is not in existence. No pump is present in the vicinity of the former well. A pipe (pictured at left), approximately 6 inches in diameter, is present at the base of the cement irrigation riser. The pipe is approximately 12 inches high and capped by a welded metal lid. Staff observation indicates this pipe is more than likely a vent pipe for the irrigation system. Further field investigation such as the techniques described for well 6/8-17P1 (above), would need to be performed in order to determine if the well has been properly destroyed.

## **Conclusions**

Based on observations of staff in the field, it appears as though of the eight wells initially documented as abandoned/inactive at the site, only one well is definitely in need of destruction at this time. Well 6/8-9M1 is the only well found to be definitively in need of destruction. Two wells, 6/8-17P1 and 6/8-17D1, should be further investigated to determine if the wells have been properly destroyed. All other wells were found to be located beyond the property boundaries of the Flight Facility or no evidence of the well could be determined in the field.

## **Procedures and Cost for Well Destruction**

Well 6/8-9M1 should be destroyed in accordance with California State Water Well Standards Bulletin 74-81, Sections 20-23 (see Appendix A). Since the depth of the well extends beyond 220 feet, into an extensive clay layer known as the Corcoran Clay, destruction of the well should include the sealing of the well, via tremie pipe, with impervious materials up to a depth of 200 feet, and from 200 feet to 20 feet the well may filled with sand. A cement plug should be placed from 20 feet below grade to ground surface.

An approximate cost for destroying a well in the manner described above was obtained by contacting various well drilling companies experienced in well destruction (see Appendix B). Cost is estimated to be approximately \$10,000 for a well the depth and diameter of well 6/8-9M1. Approximate time needed to completely destroy a well the size of 6/8-9M1 is 1 to 2 days.

## **Permits for Well Destruction**

Under the direction of the State of California, the Stanislaus County Department of Environmental Resources, Division of Environmental Health administers the laws governing water well construction and destruction. Environmental Health inspectors authorize the permits prior to the fieldwork and perform on-site inspections witnessing the destruction activities. The well permit fee for each well to be destroyed is \$250.00.

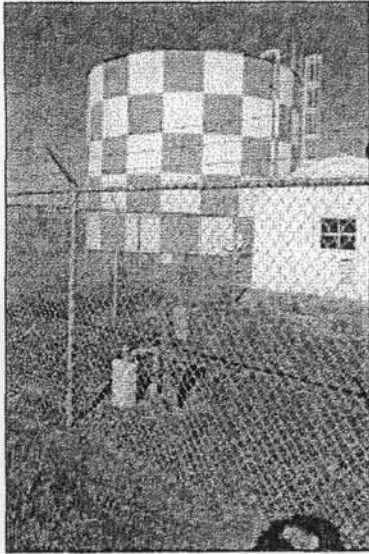
## **Authority for Well Destruction**

In 1981 the State of California, Department of Water Resources (DWR) adopted the Model Well Standards Ordinance in accordance with California Water Code Section 13801. According to the California Water Code, each County was required to adopt an ordinance or modify an existing ordinance to meet or exceed the requirements of the State ordinance; or the State ordinance would become effective February 15, 1990. Stanislaus County chose to adopt the State well ordinance.

The Water Well Standards of the State of California Bulletin 74-81 (see Appendix A) defines "abandoned" wells and outline the requirements for destroying such wells. Water Well Standards Bulletin 74-81, Chapter II Standards, Part III Well Destruction, Sections 20-23 addresses the subject of abandoned wells and their destruction. Section 20 states the purpose of destroying "abandoned" wells is twofold; to assure that the ground water supply is protected and preserved, as well as eliminating the potential physical hazard these wells may provide the public.

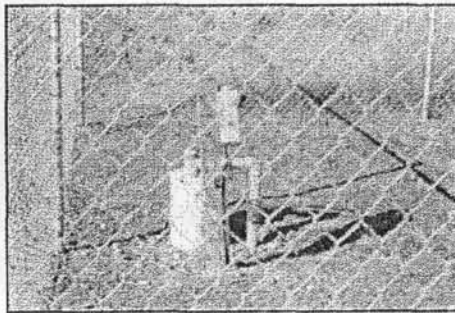
## Active Wells

There are currently four active wells identified at the Crows Landing Flight Facility. Wells 6/8-17R (NASA), 6/8-20G (NALF), 6/8-20C1, and 6/8-8J (NEW) are operational in various locations and for various purposes across the site. These wells will be discussed in the following section.

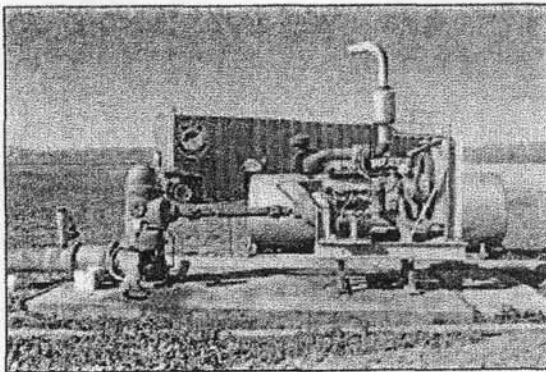


### Well 6/8-17R (NASA)

Well 6/17R, also known as the NASA well, is located east of Flight Facilities runways; adjacent to the water storage tank as pictured at left. The well was installed in February 1995 for use as a fire suppression well. The screened interval of the well is approximately 210 feet to 235 feet below grade.



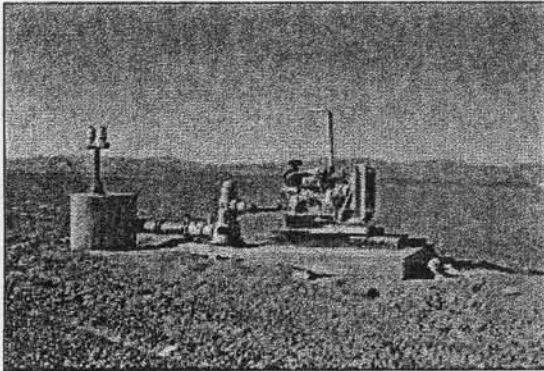
### Well 6/8-20G (NALF)



Well 6/8-20G (NALF) is an active supply well located at the south end of the flight runways. The well was installed in June 1992, with a screened interval of 122 feet to 250 feet below grade.

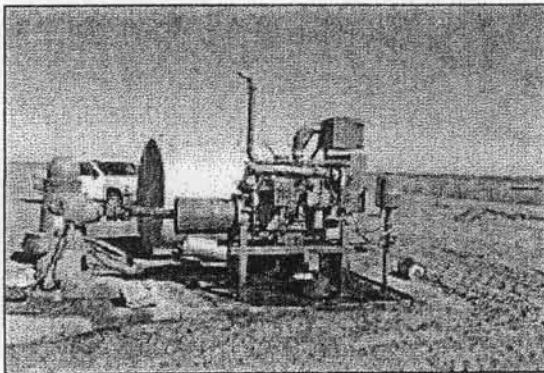


Well 6/8-20C1



Well 6/8-20C1 is located east of the southern end of the runways. The well was installed February 1945. The screened interval is 144 feet to 600 feet below grade.

Well 6/8-8J (NEW)



Well 6/8-8J (NEW) is located northeast of the end of the eastern runway. Documentation was not provided as to when the well was installed. The screened interval is reported to be 200 feet to 595 feet below grade.

## APPENDIX A

### **Water Well Standards State of California Bulletin 74-81 December 1981**

#### **CHAPTER II STANDARDS Part III Destruction of Wells**

##### **Section 20. Purpose of Destruction.**

A well that is no longer useful (including exploration and test holes) must be destroyed in order to:

1. Assure that the groundwater supply is protected and preserved for further use.
2. Eliminate the potential physical hazard.

##### **Section 21. Definition of "Abandoned" Well.**

A well is considered 'abandoned' or permanently inactive if it has not been used for one year, unless the owner demonstrates intention to use the well again. In accordance with Section 24400 of the California Health and Safety Code, the well owner shall properly maintain an inactive well as evidence of intention for future use in such a way that the following requirements are met:

- (1) The well shall not allow impairment of the quality of water within the well and groundwater encountered by the well.
- (2) The top of the well or well casing shall be provided with a cover, that is secured by a lock or by other means to prevent its removal without the use of equipment or tools, to prevent unauthorized access, to prevent a safety hazard to humans and animals, and to prevent illegal disposal of wastes in the well. The cover shall be watertight where the top of the well casing or other surface openings to the well are below ground level, such as in a vault or below known levels of flooding. The cover shall be watertight if the well is inactive for more than five consecutive years. A pump or motor, angle drive, or other surface feature of a well, when in compliance with the above provisions, shall suffice as a cover.
- (3) The well shall be marked so as to be easily visible and located, and labeled so as to be easily identified as a well.
- (4) The area surrounding the well shall be kept clear of brush, debris, and waste materials.

If a pump has been temporarily removed for repair or replacement, the well shall not be considered 'abandoned' if the above conditions are met. The well shall be adequately covered to prevent injury to people and animals and to prevent the entrance of foreign material, surface water, pollutants, or contaminants into the well during the pump repair period.

**Section 22. General Requirement.**

All "abandoned" wells and exploration or test holes shall be destroyed. The objective of destruction is to restore as nearly as possible those subsurface conditions which existed before the well was constructed taking into account also changes, if any, which have occurred since the time of construction. (For example, an aquifer which may have produced good quality water at one time but which now produces water of inferior quality, such as a coastal aquifer that has been invaded by seawater.)

## APPENDIX B

### Resources for Well Destruction

#### **Shaw Environmental & Infrastructure**

Contact: Bob Hulet  
4005 Port Chicago Highway  
Concord, CA 9420  
Phone: (925) 288-2018  
Fax: (925) 827-2029

#### **Masellis Drilling**

Contact: Vic Masellis  
119 Albers Road  
Modesto, CA 95357  
Phone: (209) 522-1928  
Fax: (209) 521-2132

#### **Hennings Brothers Drilling Company Inc.**

Contact: Sean Roddy  
3525 Pelandale Avenue  
Modesto, CA 95356  
Phone: (209) 545-1185  
Fax: (209) 545-1729

#### **CalWater Drilling**

Contact: Blake Hennings  
300 S. Kilroy Road  
Turlock, CA 95380  
Phone: (209) 667-7932  
Fax: (209) 667-1030

Exhibit 5  
Flood Zones

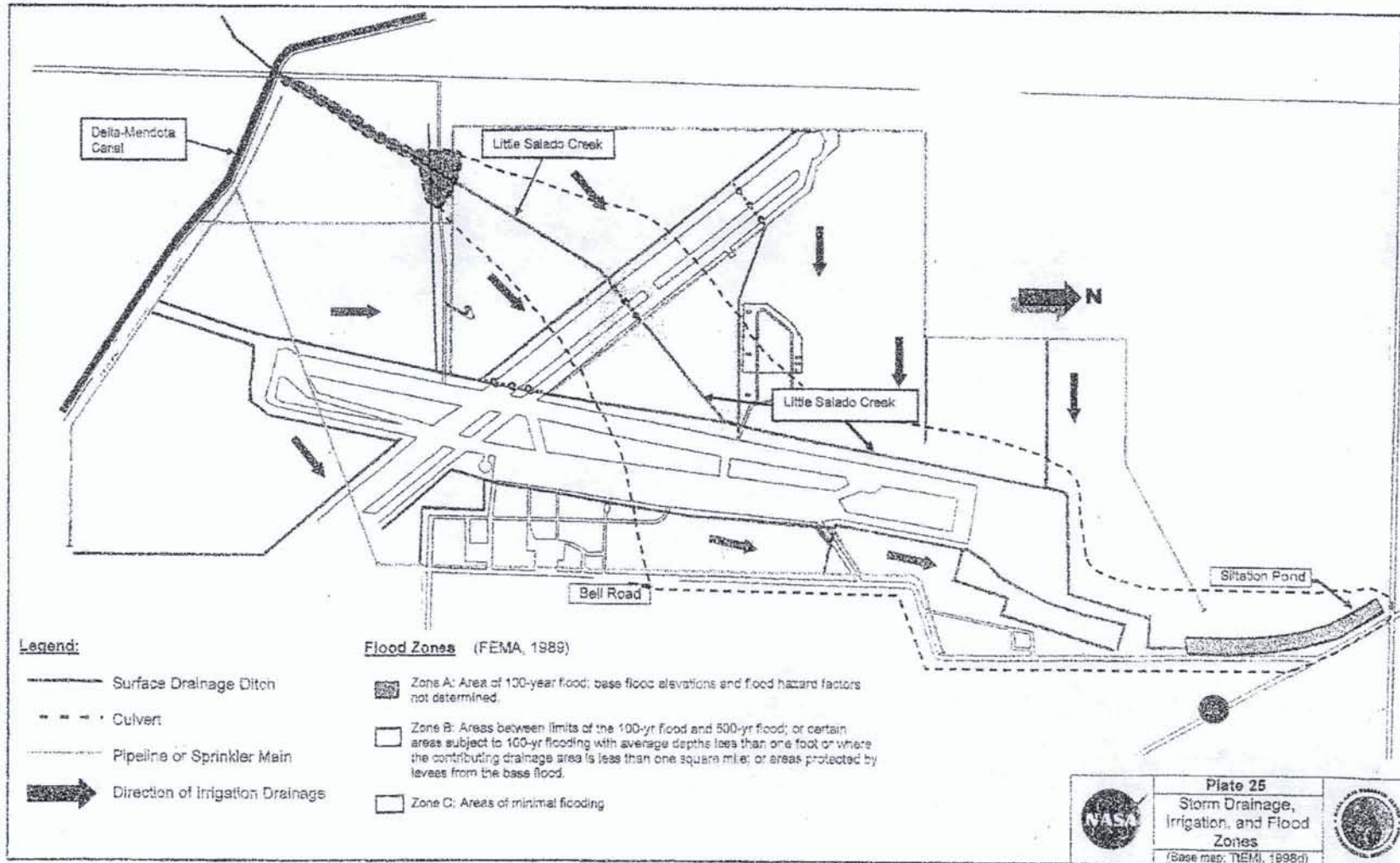


Exhibit 6

Wetland and Wildlife Habitat

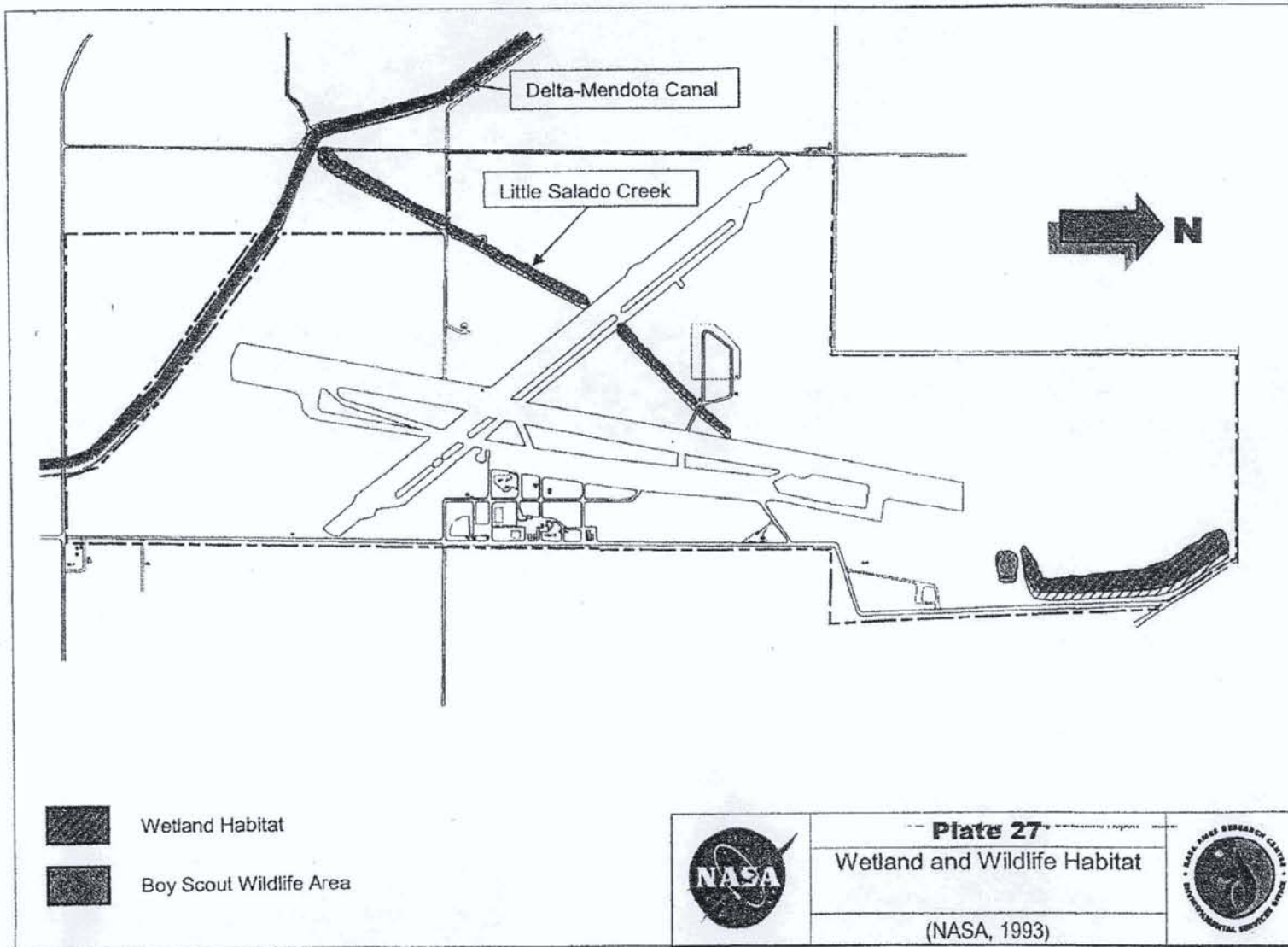
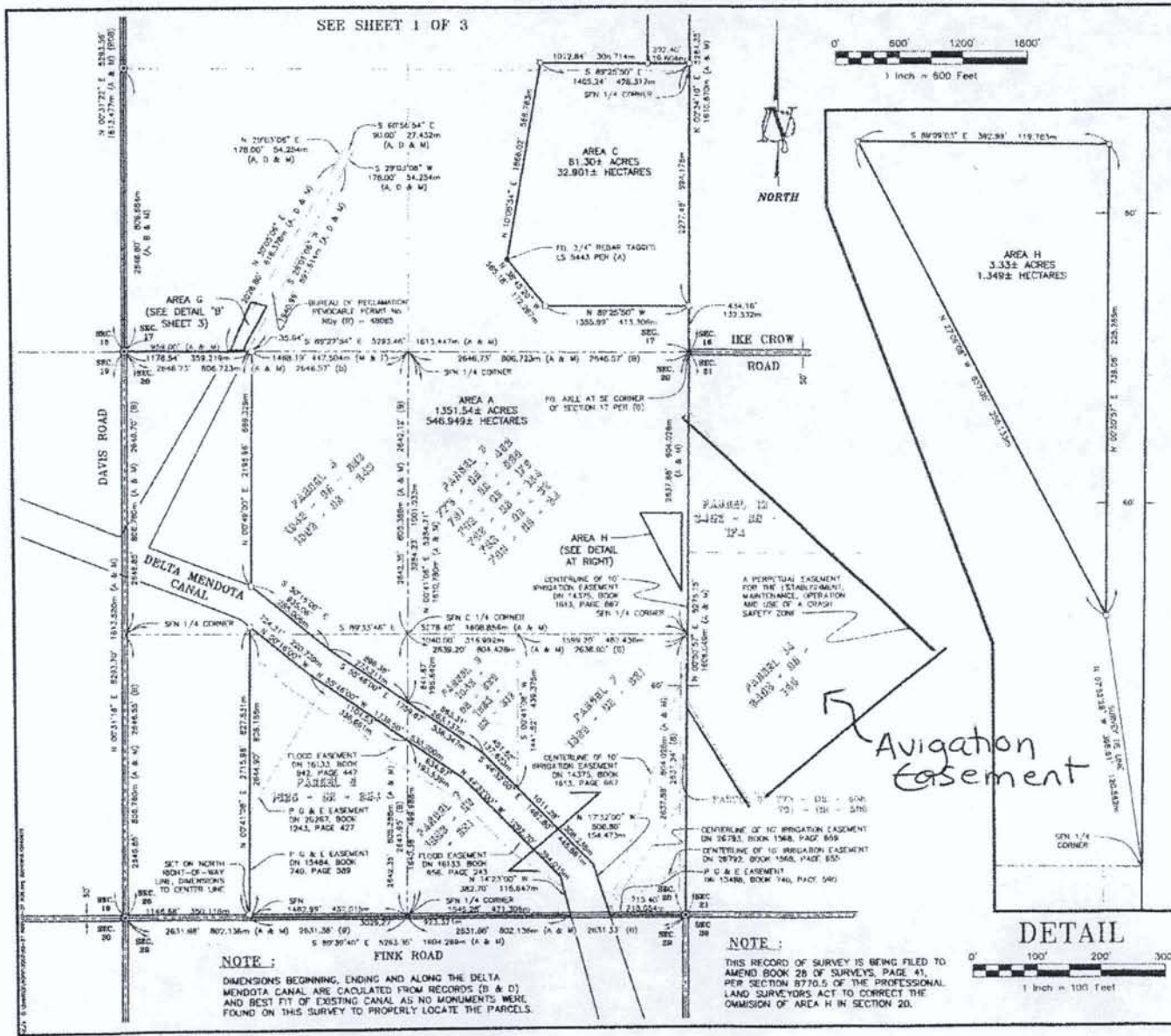




Exhibit 7

Avigation Easements shown on  
Record of Survey

28 S 56



**LEGEND :**

- INDICATES SET 5/8" x 24" LONG REBAR, TAGGED L.S. 5443, UNLESS OTHERWISE NOTED
  - INDICATES FOUND CONCRETE MONUMENT AS SHOWN ON (A & B)
  - INDICATES FOUND MONUMENT AS SET ON (B)
  - INDICATES FOUND MONUMENT AS NOTED
  - (BOB) INDICATES BASIS OF BEARINGS
  - FD. INDICATES FOUND
  - I.P. INDICATES IRON PIPE
  - (M) INDICATES MEASURED THIS SURVEY
  - m INDICATES METER
  - SPN INDICATES SEARCHED, FOUND NOTHING
  - DN INDICATES DOCUMENT NUMBER - STANISLAUS COUNTY RECORDS
  - OR INDICATES OFFICIAL RECORD - STANISLAUS COUNTY RECORDS
- ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED

**REFERENCES :**

- (A) INDICATES RECORD DATA PER BOOK 25 OF SURVEYS, PAGE 19, S.C.R.
- (B) INDICATES RECORD DATA PER BOOK 3 OF SURVEYS, PAGE 68, S.C.R.
- (C) INDICATES RECORD DATA PER BOOK 5 OF SURVEYS, PAGE 70, S.C.R.
- (D) INDICATES PUBLIC AGENCY SURVEY COUNTY FILE B-9A-51
- (E) INDICATES RECORD DATA PER BOOK 20 OF SURVEYS, PAGE 28, S.C.R.
- (F) INDICATES DEEDS 1043-OR-623 AND 1023-OR-243

**BASIS OF BEARINGS :**

THE BEARING OF NORTH 00°31'22" EAST, FOR THE WESTERLY LINE OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN, AS SHOWN IN RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 19, STANISLAUS COUNTY RECORDS, IS USED AS A BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

**AMENDED  
RECORD OF SURVEY  
FOR  
STANISLAUS COUNTY**  
OF PORTIONS OF SECTIONS 8, 9, 17 AND 20,  
TOWNSHIP 6 SOUTH, RANGE 8 EAST, MOUNT DIABLO  
MERIDIAN, STANISLAUS COUNTY, CALIFORNIA

JULY 2004

**ASPEN SURVEY COMPANY**  
1121 DAVIDALE RD., STE. 6 WOODSTOCK, CA 95355  
PH (209) 526-9774 FX (209) 526-9724  
FX (209) 526-6472

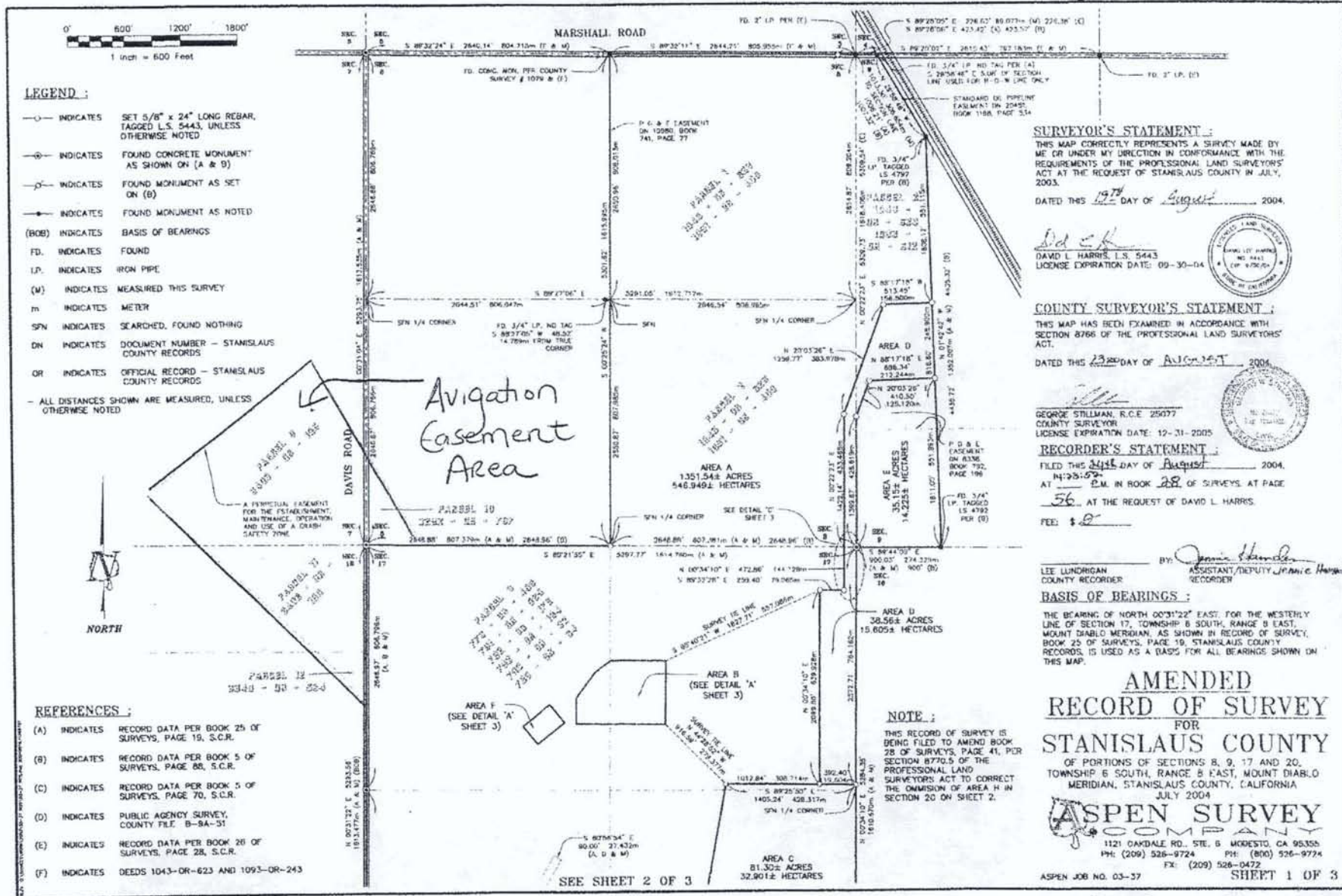
ASPEN JOB NO. 03-37

SHEET 2 OF 3

28 S 56



28 S 56



**SURVEYOR'S STATEMENT:**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF STANISLAUS COUNTY IN JULY, 2004.  
 DATED THIS 19<sup>TH</sup> DAY OF August 2004.

*David L. Harris*  
 DAVID L. HARRIS, L.S. 5443  
 LICENSE EXPIRATION DATE: 09-30-04



**COUNTY SURVEYOR'S STATEMENT:**  
 THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT.  
 DATED THIS 23<sup>RD</sup> DAY OF August 2004.

GEORGE STILLMAN, R.C.E. 25077  
 COUNTY SURVEYOR  
 LICENSE EXPIRATION DATE: 12-31-2005



**RECORDER'S STATEMENT:**  
 FILED THIS 24<sup>TH</sup> DAY OF August 2004,  
 AT 11:25:52 A.M. IN BOOK 28 OF SURVEYS, AT PAGE 56, AT THE REQUEST OF DAVID L. HARRIS.  
 FEE: \$2

BY: *Jennie Henderson*  
 LEE LUNDRIAN  
 COUNTY RECORDER  
 ASSISTANT DEPUTY Jennie Henderson  
 RECORDER

**BASIS OF BEARINGS:**  
 THE BEARING OF NORTH 00°31'22" EAST, FOR THE WESTERLY LINE OF SECTION 17, TOWNSHIP 8 SOUTH, RANGE 8 EAST, MOUNT DIABLO MERIDIAN, AS SHOWN IN RECORD OF SURVEY, BOOK 25 OF SURVEYS, PAGE 19, STANISLAUS COUNTY RECORDS, IS USED AS A BASIS FOR ALL BEARINGS SHOWN ON THIS MAP.

**AMENDED  
 RECORD OF SURVEY  
 FOR  
 STANISLAUS COUNTY**  
 OF PORTIONS OF SECTIONS 8, 9, 17 AND 20,  
 TOWNSHIP 8 SOUTH, RANGE 8 EAST, MOUNT DIABLO  
 MERIDIAN, STANISLAUS COUNTY, CALIFORNIA  
 JULY 2004

**ASPEN SURVEY  
 COMPANY**  
 1121 OAKDALE RD., STE. 6 WOODSTOCK, CA 95355  
 PH: (209) 526-9724 PH: (800) 526-9774  
 FX: (209) 526-0472  
 ASPEN JOB NO. 03-37 SHEET 1 OF 3

28 S 56

**LEGEND:**

- INDICATES SET 5/8" x 24" LONG REBAR, TAGGED L.S. 5443, UNLESS OTHERWISE NOTED
- ⊙— INDICATES FOUND CONCRETE MONUMENT AS SHOWN ON (A & 9)
- ⊖— INDICATES FOUND MONUMENT AS SET ON (8)
- INDICATES FOUND MONUMENT AS NOTED
- (BOB) INDICATES BASIS OF BEARINGS
- FD. INDICATES FOUND
- I.P. INDICATES IRON PIPE
- (M) INDICATES MEASURED THIS SURVEY
- m INDICATES METER
- SPN INDICATES SEARCHED, FOUND NOTHING
- DN INDICATES DOCUMENT NUMBER - STANISLAUS COUNTY RECORDS
- OR INDICATES OFFICIAL RECORD - STANISLAUS COUNTY RECORDS
- ALL DISTANCES SHOWN ARE MEASURED, UNLESS OTHERWISE NOTED

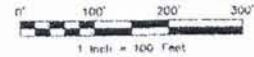
**REFERENCES:**

- (A) INDICATES RECORD DATA PER BOOK 25 OF SURVEYS, PAGE 19, S.C.R.
- (B) INDICATES RECORD DATA PER BOOK 5 OF SURVEYS, PAGE 80, S.C.R.
- (C) INDICATES RECORD DATA PER BOOK 5 OF SURVEYS, PAGE 70, S.C.R.
- (D) INDICATES PUBLIC AGENCY SURVEY, COUNTY FILE B-8A-31
- (E) INDICATES RECORD DATA PER BOOK 20 OF SURVEYS, PAGE 28, S.C.R.
- (F) INDICATES DEEDS 1043-OR-623 AND 1093-OR-243

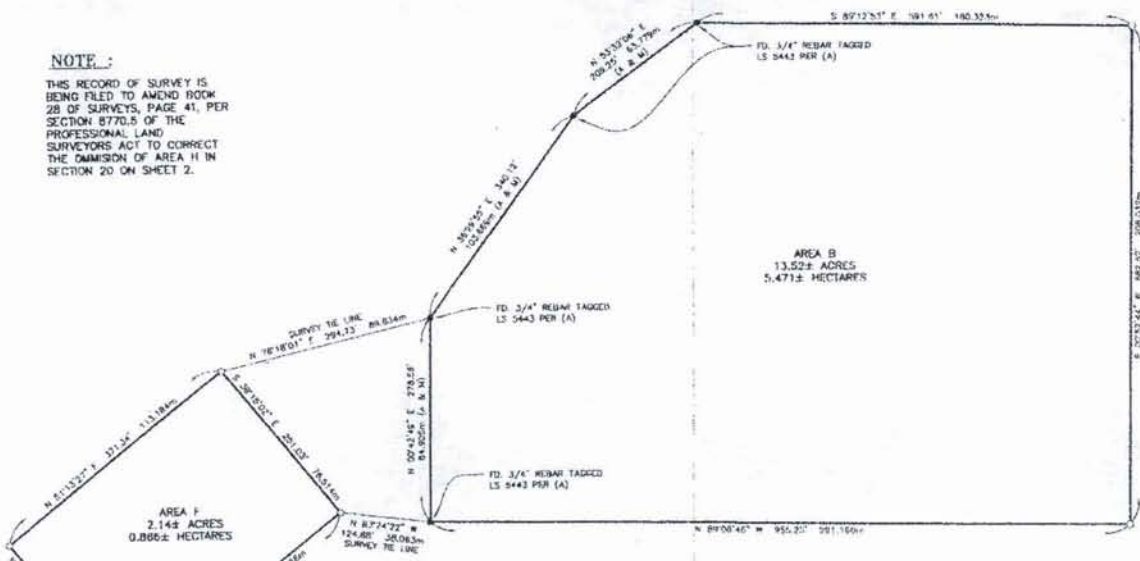
SEE SHEET 2 OF 3

**NOTE:**  
 THIS RECORD OF SURVEY IS BEING FILED TO AMEND BOOK 28 OF SURVEYS, PAGE 41, PER SECTION 8770.5 OF THE PROFESSIONAL LAND SURVEYORS' ACT TO CORRECT THE OMISSION OF AREA H IN SECTION 20 ON SHEET 2.

28 S 56



**NOTE:**  
THIS RECORD OF SURVEY IS BEING FILED TO AMEND BOOK 28 OF SURVEYS, PAGE 41, PER SECTION 8770.5 OF THE PROFESSIONAL LAND SURVEYORS ACT TO CORRECT THE OMISSION OF AREA H IN SECTION 20 ON SHEET 2.



- LEGEND:**
- INDICATES SET 5/8" x 24" LONG REBAR, TAGGED L.S. 5443 UNLESS OTHERWISE NOTED
  - ⊙— INDICATES FOUND CONCRETE MONUMENT AS SHOWN ON (A & B)
  - ⊖— INDICATES FOUND MONUMENT AS SET ON (B)
  - INDICATES FOUND MONUMENT AS NOTED
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  - FD. INDICATES FOUND
  - I.P. INDICATES IRON PIPE
  - (M) INDICATES MEASURED THIS SURVEY
  - m INDICATES METER
  - SFN INDICATES SEARCHED, FOUND NOTHING
  - DN INDICATES DOCUMENT NUMBER - STANISLAUS COUNTY RECORDS
  - OR INDICATES OFFICIAL RECORD - STANISLAUS COUNTY RECORDS
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- REFERENCES:**
- (A) INDICATES RECORD DATA PER BOOK 25 OF SURVEYS, PAGE 19, S.C.R.
  - (B) INDICATES RECORD DATA PER BOOK 5 OF SURVEYS, PAGE 08, S.C.R.
  - (C) INDICATES RECORD DATA PER BOOK 5 OF SURVEYS, PAGE 70, S.C.R.
  - (D) INDICATES PUBLIC AGENCY SURVEY, COUNTY FILE B-0A-51
  - (E) INDICATES RECORD DATA PER BOOK 26 OF SURVEYS, PAGE 28, S.C.R.
  - (F) INDICATES DEEDS 1043-OR-623 AND 1093-OR-243

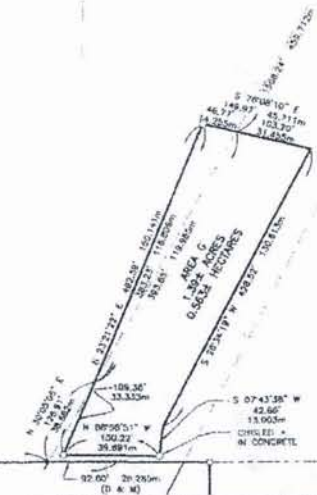
**AMENDED  
RECORD OF SURVEY  
FOR  
STANISLAUS COUNTY**  
OF PORTIONS OF SECTIONS 8, 9, 17 AND 20,  
TOWNSHIP 6 SOUTH, RANGE 8 EAST, MOUNT DIABLO  
MERIDIAN, STANISLAUS COUNTY, CALIFORNIA

JULY 2004

**ASPEN SURVEY  
COMPANY**  
1121 SANDALE RD., STE. 6, MODESTO, CA 95355  
PH: (209) 526-9774 FAX: (209) 526-0472

ASPEN JOB NO. 03-57 SHEET 3 OF 3

DETAIL 'A'



DETAIL 'B'

DETAIL 'C'

28 S 56

Melvin T. Wheeler & Sons, LP

# Proposal

Farm Lease of County Property  
RFP# 10-47-MSP

*Exhibit #8*



PROPOSAL COVER PAGE

The undersigned certifies and declares that any and all statements and information in the attached proposal are true and correct.

RFP PROPOSERS INFORMATION

Name of Proposing Agency: Melvin T. Wheeler & Sons, LP

Primary Contact for Proposing Agency: Jon Dobbs, Dave Wheeler

Project Name: Farm Lease of County property RFP #: 10-46-MSP RFP Closing Date: Oct 22, 2010 at 2:30pm

Business Address: 5301 Woodland Ave

City: Modesto Zip Code: 95356 State: CA

Phone: 209-526-9770 Fax #: 209-523-4812

Taxpayer ID #: Business License #: Exempt (Right to Farm Act)

E-mail: dave.wheelerhay@comcast.net Phone: 209-480-0349

Date Signed: 10-22-10

Print Name: Dave Wheeler

Signature: [Handwritten Signature] Initials: DW

Title: Ranch Foreman Vice President

FOR COUNTY USE ONLY

Proposal Number: Date:

Received by:

Title:



RESPONSE CLARIFICATION ADDENDUM

RESPONSE CLARIFICATION ADDENDUM

Addendum Number	Dated	Date Received	Initials
1	10/06/2010	10/10/2010	DW
2	10/08/2010	10/10/2010	DW

Print Proposers Name:

Dave Wheeler

Proposers Signature:

Dave Wheeler

Title:

U.P.

Signed addenda/addendum to be included in the RFP response. If an addenda/addendum is issued, the Proposer shall complete the above form and return it with the RFP response.



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH RFP**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the County of Stanislaus, Stanislaus County Purchasing Division:

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Proposer declares that the RFP is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham proposal or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of any one interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal, depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**DECLARATION UNDER PENALTY OF PERJURY**

The undersigned Proposer declares and certifies under the penalty of perjury: that the only persons or parties interested in this RFP as principals are those named herein as Proposer, that he/she holds the position indicated below as a corporate officer or the owner or a partner in the business entity submitting this proposal; that the undersigned has examined the "General Conditions and Instructions to Proposers" and the specifications; that the undersigned is informed of all the relevant facts surrounding the preparation and submission of this RFP, that the undersigned (if awarded a contract) will execute and fully perform the contract for which the proposals are called; that the undersigned will perform all the work and/or furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements as therein set forth; and that the undersigned will take in full payment therefore, the prices set forth in the pricing schedule of the contract; that the undersigned knows and represents and warrants to the County of Stanislaus that this proposal is prepared and submitted without collusion with any other person, business entity, or corporation with any interest in this proposal.

**(Please sign on the following page)**



**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY  
PROPOSER AND SUBMITTED WITH RFP**

---

I declare under penalty of perjury that the foregoing is true and correct.

**RFP PROPOSERS INFORMATION**

Name of Proposer: Melvin T. Wheeler & Sons, LP

Primary Contact for Proposing Agency: Jon Dobbs, Dave Wheeler

Business Address: 5301 Woodland Ave

City: Modesto

Zip Code: 95358

State: CA

Phone: 209-526-9770

Fax #: 209-523-4812

Taxpayer ID #:

Business License #:

E-mail:  dave.wheelerhay@comcast.net

Type of Business:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual doing business under own name    | <input type="checkbox"/> Corporation            |
| <input type="checkbox"/> Individual doing business using a firm name | <input checked="" type="checkbox"/> Partnership |
| <input type="checkbox"/> Joint Venture—attach agreement              |   |

Date Signed:

10-22-10

Print Name:

Dave Wheeler

Signature:

*Dave Wheeler*

Initials:

DW

Title:

U.P.

To be signed by authorized corporate officer or partner or individual submitting the proposal.

**The above Non-Collusion Affidavit is part of the RFP. Signing this RFP on the signature portion thereof shall also constitute signature of this Non-Collusion Affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.**

# Melvin T. Wheeler & Sons, LP

## Managment

Managing Partner  
Melvin T. Wheeler: Founder  
Office: (209) 526-9770

Managing Partner  
Dave Wheeler: Farming and crop management  
Office: (209) 526-9770  
Cell: (209) 321-3007

Managing Partner  
Dan Wheeler: Sales and Trucking  
Office: (209) 526-9770  
Cell: (209) 531-5013

Managing Partner  
Doug Wheeler: Almond Crops  
Office: (209) 526-9770

## Melvin T. Wheeler & Sons, LP

### Overview of our company:

With our headquarters in Modesto, Melvin T. Wheeler & Sons, LP, was founded in 1970 and currently operates about 7400 acres. Our company is family owned and operated with about 40 full-time employees and 20 seasonal. Although our main operation is located in West Modesto, we also farm ranches in Stockton, Ca and Merced, Ca. The majority of our acres farmed are farmed through leases. Our main crop is alfalfa and because it is an annual crop we often look for long term leases and relationships with landowners.

We primarily produce feed for animal husbandry. We specialize in the production of hay for the feed needs of feed stores, dairies, feedlots, ranchers, stables and horse owners. Although our main production is animal feed, our operation is not limited to it. We also produce tomatoes, corn, almonds and edible beans for human consumption. The divisions that makes up our company is our custom hay operations and trucking. We provide equipment services to local dairies and other farming operations, such as discing, chiesling, planting, and cultivating and much more. We also provide services for the Dept. of Fish & Game, because of our complete in-house farming services Dept. of Fish and Game depends on us to till, plant, irrigate and harvest crops for feed for their wildlife reserves.

We strive to make our farming operations as efficient and environmentally friendly as possible. We have incorporated no-till or limit-till into our farming practices, by doing so we save fuel and reduce dust pollution. We also have installed GPS systems on a majority of tractors, these systems allow us to farm with precision. The GPS system allows to cover a field only once, there is no overlapping or driver errors. It allows us to save fuel, time, and chemicals.

Melvin T. Wheeler & Sons, LP

List of Employees

- 4- Managing Partners
- 3- Part-time office staff
- 3- Full-time office staff
- 8- Shop and welding staff
- 12- Full-time equipment operators
- 8- Seasonal Equipment operators
- 8- Seasonal irrigation staff
- 5- Full-time Feed store staff
- 9- Full-time truck drivers and delivery staff

Total Employees: 60

## Melvin T. Wheeler & Sons, LP

### **Goals for Crows Landing Air facility Agriculture Lease**

#### **A. Cleaning and restoring ground to farmable capabilities**

1. Weed control
2. Removing drip tape
3. Preparing fields for tillage and farming operations

#### **B. Establishing and recovering irrigation capabilities**

1. Identifying operational wells
  - A. Identifying equipment needed to operate wells
  - B. Establishing pricing and contractors to restore wells to functioning status  
(included in section "other" is a price quote from a local pump and well servicing company)
2. Identifying pipelines and previous irrigation methods of past tenant
  - A. Because no maps or other details of existing pipelines are available, hand crews and surveyors will be needed to identify locations
3. Establish water rights from irrigation district
  - A. Locate what fields have established irrigation lines from district source
  - B. Research on expanding reach of water from district source.

#### **C. Soil samples and identifying most suitable crops for each individual field**

1. Determine fertilizer and nutritional supplements that may need to be added to suit individual crops

#### **D. Preparing fields for production**

1. Tillage of fields (discing, ripping, leveling)
2. Establishing seed bed

#### **E. Planting**

1. Planting each individual crop

#### **F. Prepare growing crop**

1. Fertilizing crop on as needed basis
2. Weed control and insect control on as needed basis
  - A. Our company hires outside certified CPA to monitor crops and establish cost effective and environmentally friendly control methods
3. Cultivation of weeds
4. Irrigation of crops

#### **G. Harvesting Crops**

1. Crops are harvested at different times of the year depending on crop and readiness.
  - A. Alfalfa: Harvested about every 30 days between the months of March-October
  - B. Oats for hay: Harvested mid spring
  - C. Wheat for hay: Harvested mid spring

- D. Oats for silage: Harvested early spring
- E. Wheat for silage: Harvested early spring
- F. Oats for grain: Harvested late spring
- G. Wheat for grain: Harvested late spring
- H. Corn for silage: Harvested early-mid fall
- I. Corn for grain: Harvested late fall
- J. Grass for hay: Harvested about every 45 days between the months of April-October
- K. Beans: Harvested early-late fall

#### **H. Preparing field for winter**

1. Depending on crop and field some fields will be tilled and planted for a new crop, others will remain until weather and conditions permit harvesting again.

## Melvin T. Wheeler & Sons, LP

### Types of Crops farmed

- \*Alfalfa
- \*Oats for hay/grain
- \*Wheat for hay/grain
- \*Corn for silage/grain
- \*Variety of grass hay
- \*Tomatoes
- \*Beans
- \*Sudan
- \*Bareey
- \*Triticale

### Location of farming activities

- Modesto, Ca (primarily West Modesto): 5503 Acres
- \* Dos Rios Ranch: 2200 Acres
- \* Mapes Ranch Headquarters: 1420 Acres
- \* Mapes Ranch Gate 2: 1264 Acres
- \* Wheeler Dairy: 150 Acres
- Stockton, Ca (Tracy Blvd. and Highway 4):1262 Acres
- Merced, Ca (Childs Ave and Highway 99): 635 Acres

\* list of larger sized ranches, because the vast number of smaller ranches leased not all are named.

**Melvin T. Wheeler & Sons, LP**  
Sample of Ranch Operations

Ranch Name: Dos Rios

Location: Shiloh Road. Modesto, Ca

Acres Farmed: 2200

<sup>1</sup>Types of Crops farmed currently: Alfalfa, oats, wheat, corn

Field Number	Type of Crop	Year Planted
Dos Rios #3	Alfalfa	2008
Dos Rios #4	Alfalfa	2010
Dos Rios #5	Alfalfa	2010
Dos Rios # 6	Alfalfa	2008
Dos Rios #7	Wheat for hay/ Corn for grain	2009/2010
Dos Rios #8	Wheat for hay/ Corn for grain	2009/2010
Dos Rios #9	Wheat for grain/ Sudan for hay	2009/2010
Dos Rios #10,11,12	Alfalfa	2008
Dos Rios #13	Wheat for hay/ Corn for grain	2009/2010
Dos Rios #15,16	Alfalfa	2009
Dos Rios #17	Alfalfa	2008
Dos Rios #21	Alfalfa	2009
Dos Rios #22	Wheat for grain	2009
Dos Rios #23	Alfalfa	2010
Dos Rios #24	wheat for grain	2009
Dos Rios #25	wheat for hay	2009
Dos Rios #26,27	Alfalfa	2010

<sup>1</sup>see attached map for current crops in individual fields.

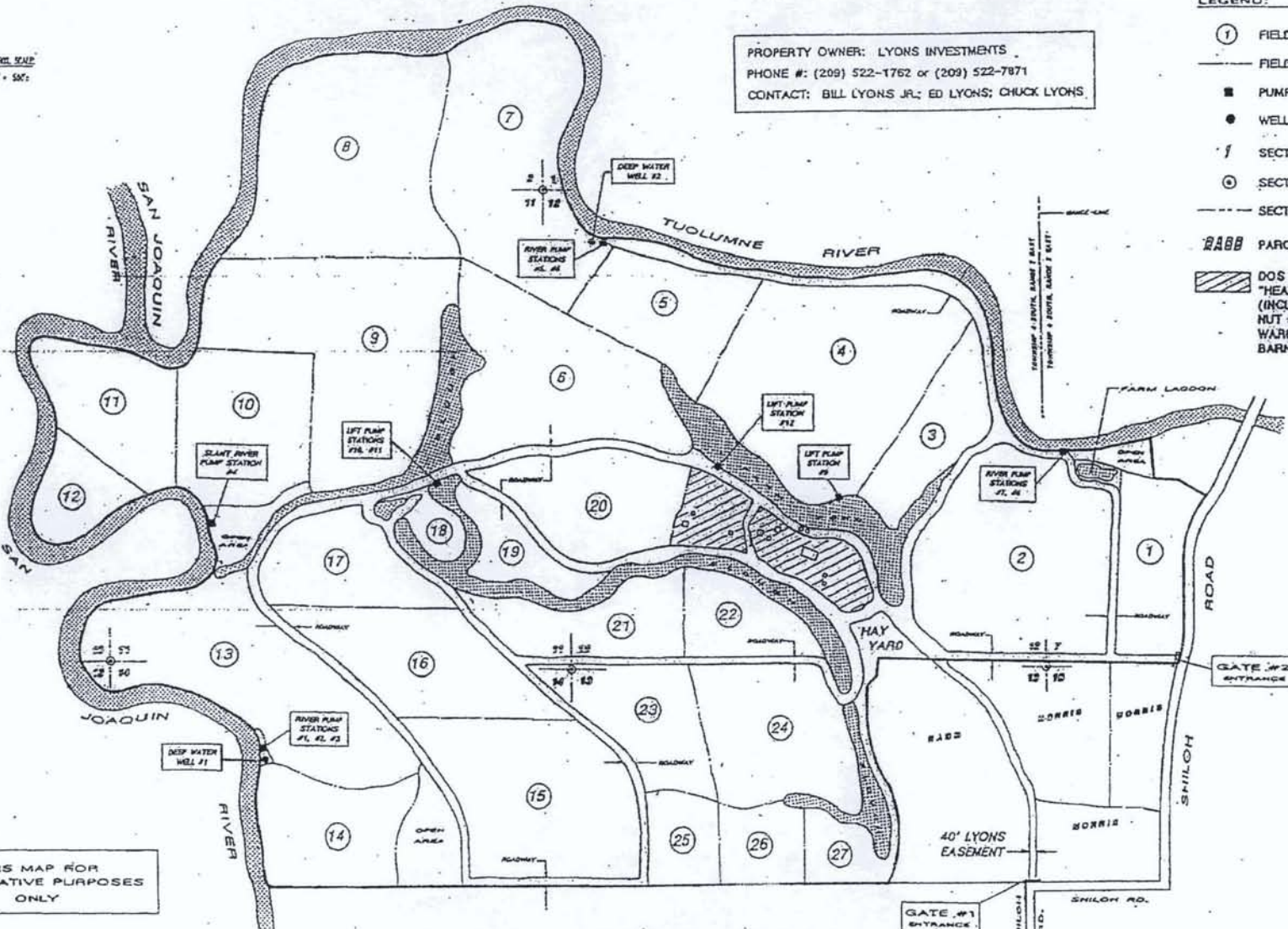


UTAH STATE  
1" = 500'

N

PROPERTY OWNER: LYONS INVESTMENTS  
PHONE #: (209) 522-1762 or (209) 522-7871  
CONTACT: BILL LYONS JR.; ED LYONS; CHUCK LYONS

- LEGEND:**
- ① FIELD NUMBER
  - FIELD BOUNDARY LINE
  - PUMP FACILITY (AS NOTED)
  - WELL FACILITY (AS NOTED)
  - f SECTION NUMBER
  - ⊙ SECTION CORNER
  - - - SECTION LINE
  - RABB PARCEL OWNER
  - ▨ DOS RIOS RANCH "HEADQUARTERS" (INCLUDES TRUCK SCALE, NUT SORTING/PACKAGING WAREHOUSE, FEED MILL, BARNS, 3 HOMES, 1 TRAILER)



THIS MAP FOR  
ILLUSTRATIVE PURPOSES  
ONLY

**DMV**  
**CURRENT VALUES**

<b>RENEW</b>	<b>DESCRIPTION</b>	<b>YEAR</b>	<b>VIN</b>	<b>LICENSE</b>	<b>Ins.</b>	<b>ID#</b>	<b>VALUE</b>
JAN	Ford Pickup	1993	1FTDF15Y8PLA28061	6BO6003	X	1/2 T Parts Trk	\$2,500.00
	Panel Truck	1996	1HTSCAAM4TH353860	7D64286	X	International	\$10,000.00
	Chevy Silverado 2500	2000	1GCGK29U7YE253812	6E59275	X		\$4,000.00
	Revolution Motorhome	2006	4VZBR1J906C054096	5THR762	X	Melvin's Motorhome	\$175,000.00
	Ford F250 PU	2002	1FTNF20L22EB62809	8A71792	X		\$4,000.00
	Chevrolet C4500	2004	1GBE4C1174F501283	7J92167	X		\$10,000.00
FEB	Dodge Pickup	1991	1B7ME368XMS272129	4B06443	X	Shop Truck	\$7,500.00
	Ford 2 ton F1B	1975	R80BVV72708	3H01226	X	Had Van On It	\$1,500.00
	Ford	1995	1FDLF47F2SEA13931	5B23390	X	Super Duty	\$5,000.00
MAR.  #28	Utility Dolly	1983	1UYDD1008DC904101	XS4839	X	No Plate Required	\$1,500.00
	Dodge Pick up	1996	3B7MF33C9TM164534	5H11932	X	Dan's PU	\$10,000.00
	White dodge ex/cab	1997	3B7KC23D7VM551279	5M58924	X	Sousa	\$5,000.00
	Ford Pickup	2004	1FTWF33P24EC56538	7F58220	X	Copo	\$10,000.00
	Ford Pickup	2003	2FTRF17223CA45179	7C32703	X		\$3,000.00
	Oregon Roadrunner	2007	1S9AH40627K433396	5ZHC501	X	Squeeze	\$125,000.00
	Dodge Magnum	2005	2D8GZ58255H653077	5LCV113	X	Mary's car	\$12,000.00
	Peterbilt	2001	1XP5D69X51D563258	9D40235	X		\$25,000.00
	Trail Boss Trailer	2005	4S0DK482451001658	4FP6712	X	Lowboy	\$15,000.00
APRIL  #12	Peterbilt	1989	1XPCDB9X1KD280597	9A06033	X	Pulls Lowboy	\$10,000.00
	Wilderness Trailer	2005	1ED1F332X52310806	1LC7172	X	Melvin's Travel Trailer	\$20,000.00
	Ford F250 PU	1999	1FTNF20F0XEE00576	5Z96692	X		\$3,500.00
	Ford F-800 Box Van	1996	1FDNF80C3TVA26853	6R11162	X	Storage Van	\$2,500.00
	Trailking 2 Axle Trailer	2003	1TKA04282X3M064330	4EG5219	X		\$25,000.00
MAY	Ford 1 ton F1B	1966	F35AR804839	T59793	X	Tricky Trk	\$1,000.00
	Ford 1 ton	1987	1FDKF37LXHKB05391	5S87893	X		\$3,500.00
	Frueh Trailer	1966	VVG369802	4JL1110	X	Truck 21 Trailer - Permar	\$7,500.00
	Oregon Roadrunner	2006	1S9AH35686K433372	5SVX238	X	New Squeeze	\$120,000.00
JUNE	Dodge Parts Truck	1994	1B7HC16Z4RS541690	4W52059	X	Sandy's Truck	\$3,000.00
	Artic Snow mobile	2003	4UF03SNW03T312640	Q25U03		Melvin's personal insuran	\$5,000.00
	Honda ATV	2000	478TE2446YA006617	11A99A	X		\$1,500.00
	Honda ATV	2006	1HFTE244064506118	Q73J51	X		\$2,000.00
	Honda ATV	2005	1HFTE244054409368	Q55L86	X		\$2,000.00
	Honda ATV	2005	1HFTE244754409366	Q13L84	X		\$2,000.00
	Yamaha	1988	JY42VAWO2JC003679	Y94G99	X	Blue Quad	\$2,000.00
	Polaris Sportsman 700	2002	4XACH68A42A794031	W93A60	X		\$4,000.00

**DMV**  
**CURRENT VALUES**

	Chevrolet C4500	2004	1GBE4E1254F518913	7N48922	X		\$20,000.00
	GMC C4500	2004	1GDE4C1214F510657	7P35742	X		\$20,000.00
	GMC C4500	2005	1GDE4C1205F517570	7T96197	X		\$12,500.00
JULY							
	CIRCJ Horse TR/r	1991	46YSP1621M1040595	1VB1088	X	permanent	\$3,000.00
	George's Trailer	2002	1EC1F292621586360	1KP9321	X		\$10,000.00
#15	FRHT	1991	1FUPACYB6MP509390	9B70063	X	Walking Floor	\$6,500.00
	Dodge PU	2004	3D7MU48CX4G255838	7N30865	X	Melvin's New Pickup	\$25,000.00
	Water Tanker	1973	34081	4BN6597	X	Westmark	\$6,000.00
	40' Flatbed	1953	922320304	4BN6598	X		\$3,000.00
	Utility Tank	1963	40223	4DN3489	X		\$5,000.00
	Comet Van	1984	1C0V28014ES031790	4CS2186			\$1,000.00
AUG							
	Ford	1991	2FDLF47M9MCA74040	4J18968	X	Santos Service Trk	\$5,000.00
	Mack	1982	1M2U12OC5CM001027	9A58812	X	Tractor for water tank	\$3,000.00
	Jeep Wrangler	1995	1J4FY19XPSP224700	5TDX513	X	Melvin's Jeep	\$4,000.00
	Chevy Silverado 2500	2003	1GCHC23U03F113517	6Z35329	X		\$12,000.00
SEPT							
	ORANGE INTERNAT	1987	1HSLRDCN4HH528405	9A46197	X	Carryall Truck	\$5,000.00
	ORANGE INTERNAT	1987	1HSLRDCN0HH528403	6X36112	X	Dave's Tomato Truck	\$7,500.00
	Ford UT/Mary's Excursion	2001	1FMNU43S61EC96916	4UDX951			\$8,000.00
	Ford F550 PU	2001	1FDAF56F31EA89820	6Y43271	X		\$5,000.00
#25	Peterbilt 335	2005	2NPLHZ6X35M853218	8T35804	X	Truck replacing Retriever	\$40,000.00
OCT							
	F-350 Crewcab Pickup	1994	1FTJW36H8REA36245	7F28887	X		\$5,000.00
	Chevy 3500 Fuel Truck	2005	1GBJC34U35E313911	7Z50214	X		\$15,000.00
	Ford F-650 Flatbed Truck	2003	3FDNF65213MB02115	6Z93836	X		\$15,000.00
	Chevy Cheyenne 3500	1996	1GBJK34F4TE268396	8R88703	X	Chemical Sprayer Truck	\$7,500.00
	Ford F-150	2002	1FTRF17282KE40431	6U83480	X		\$3,000.00
NOV							
	FRHT	1999	1FUKCSZA2XP985712	UP04400	X	Tim	\$25,000.00
#16	WALKING TRAILER	2001	1T92S53271B073007	1WT6655	X		\$30,000.00
	CHEV P/U	2002	1GCJK33112F139638	6U32444	X	David's P/U	\$15,000.00
#17	Dump Truck	1994	1FDZA90X7RVA42277	6S67171	X		\$15,000.00
	Ford P/U 550	1999	1FDAF56FOXEB25987	5X55778	X		\$4,000.00
	DODGE P/U	2003	3D7KU28623G712307	7A80474	X		\$10,000.00
	Frueh Trailer	1965	VVF312002	4HB2370	X	Truck 20 Trailer - Permar	\$7,500.00
	GMC C4500	2005	1GDE4C1295F508477	8G32656	X		\$20,000.00
#26	Peterbilt	2009	2NPLHN8X19M789174	8T35902	X	New Retriever	\$75,000.00
DEC							
	GALLT BTM TRL DMP	1983	1G9B21107E1029087	1VZ1941	X		\$5,000.00
	FRUEH STAKE TRLR	1939	C6826	YC5062	X		\$12,000.00
	SPCNS F/B TRLR	1969	DR1033661T	UW8094	X		\$8,000.00

**DMV**  
**CURRENT VALUES**

	SPCNS F/B TRLR	1969	DR1038225T	1VD2482	X		\$5,000.00
	GALLT BTM TRL DMP	1983	1G9B21200E1029088	1VZ1942	X		\$5,000.00
	UTILITY TRLR	1991	1UYFF2293MC598106	1VZ5971	X	FB	\$7,500.00
#14	PETERBILT	1989	1XPBAA7X9KD284298	9A51516	X		\$6,000.00
	Dodge PU	1994	1B7KF26C3RS580415	MTWSONS	X		\$7,000.00
	Chevy S/A Nurse Truck	1980	C17DDAV113310	SE546149	X		\$5,000.00
#20	Freightliner	1994	1FVNBXYBXR719229	CP70643	X	Henry's truck	\$15,000.00
	Dodge PU	1995	1B7KC26C7SS337415	7W88333	X		\$5,000.00
#21	Freightliner	1998	1FV8BOY95WL921237	CP70644	X	Ritchie	\$15,000.00
	WRIGH F/B	1987	1W9US2427H1084068	1UE4888	X		\$5,000.00
	Kodiak Spreader Truck	1986	1GDM7D1Y9LV503215	SE546074	X	Spreader Truck	\$5,000.00
	UTILITY TRLR	1991	1UYFS1292MC598006	1VZ5970	X	Spare Trailer	\$6,000.00
#23	Peterbuilt	2006	1XP5AB8X76D650878	VP03008	X	Richard	\$60,000.00
	Ford Pickup	1999	1FTZF1823XKA88185	1021265	X		\$4,000.00
	Utility Trailer	2009	1UYFF22989A503106	4KF3267	X		\$20,000.00
	Utility Trailer	2009	1UYFS12959A503005	4KF3266	X		\$25,000.00
	Utility Trailer	2009	1UYFF22969A503105	4KF3269	X		\$20,000.00
	Utility Trailer	2009	1UYFS12939A503004	4KF3268	X		\$25,000.00
#27	Peterbilt	2009	1XPWA48X39D789393	VP30301	X	Roberto's New Truck	\$105,000.00
#29	Peterbilt	2006	1XP5AB8XX6D883251		X	Ronnie's New Truck	
	COZAD		CC75092	SE483935	X	Lowboy	\$20,000.00
	KW W900A T/A Water Tr	1974	161750S		X	Water Truck	\$6,500.00
	Pace America Trailer	2007	47ZWB24257X050846	4HB1751	X	Melvin's Toy Hauler	\$12,000.00
							\$1,498,000.00

# TRACTORS

YR. ACQ.	UNIT #	NEW/USED	YR. MODEL	ITEM	SERIAL #	VAL 10/01/09	OWNED
	1	U	1950	FORD NAA	81714	\$2,000.00	X
	3	U	1960	FORD 850	125687	\$2,000.00	X
	4	U	1969	FORD 3000	KO82438463	\$4,000.00	X
	5	N	1975	FORD 3000	310K116110556H	\$4,000.00	X
1984	7	N	1984	MASSEY FERG. 240	552493	\$3,500.00	X
1985	8	U	1979	FORD 7700	C626625	\$4,000.00	X
	22	N	1994	JOHN DEERE 6200	L06200P122928	\$15,000.00	X
	23	N	1994	JOHN DEERE 6200	L06200P122929	\$15,000.00	X
	24	N	1994	JOHN DEERE 6200	L06200P122932	\$15,000.00	X
1996	31	U		DEUTZ-ALLIS 7110	RU570	\$7,000.00	X
1996	32	U		DEUTZ -ALLIS 7085	RU392		X
1998	40	U		CAT TRACTOR D6B		\$4,000.00	X
1998	43	U		95 CASE 7240		\$22,000.00	X
2000	46	U	2000	900 FORD TRACTOR		\$1,200.00	X
	58			JD6200		\$15,000.00	X
2000		U		65C Cat Challenger		\$22,000.00	X
2001	47			JD6310		\$17,000.00	X
2001	48			JD6310		\$17,000.00	X
	49			JD6400		\$25,000.00	X
2001	50	U		Komatsu 275A-2		\$45,000.00	X
2002	55			JD 8400T		\$40,000.00	X
	52			9280 IH Case		\$20,000.00	X
	53			9280 IH Case		\$20,000.00	X
2003	54			9270 IH Case		\$20,000.00	X
2003	56	U		Farmall H		\$1,500.00	X
2003	61	U	1998	6400 John Deere 4 x 4	203909	\$ 25,000.00	X
2004	67	U		6300JD	LO6300P117407	\$15,000.00	
2004		U		MX 120		\$12,000.00	
2004		N		MX240	JJA0112191	\$ 40,000.00	X
2004		N		MX240	JJA01015436	\$ 40,000.00	X
2004		N		MX255	JAZ126322	\$ 45,000.00	X
2005	70	U	1992	4960 John Deere	RW4960P001201	\$ 23,500.00	Lease
2005	71	U	1993	4960 John Deere	RW4960P005551	\$ 29,000.00	Lease
2006			2002	Cat Challenger tractor 85E	6JS0096276K	\$ 60,000.00	Lease
2006			2000	Cat Challenger tractor 85E	6JS00603	\$ 60,000.00	Lease
2006	49	U		JD 6400 (Regusci)		\$ 25,000.00	X
2007		U	2007	Challenger MT455B	P070036	\$ 26,500.00	Lease
2007		U	2007	Challenger MT445B-4C	P054024	\$ 26,500.00	Lease
2007		U	2007	Challenger MT445B-4C	P047049	\$ 26,500.00	Lease

# TRACTORS

YR. ACQ.	UNIT #	NEW/USED	YR. MODEL	ITEM	SERIAL #	VAL 10/01/09	OWNED
2008		U	2002	Challenger MT865	BDS-40751	\$94,000.00	Lease
2008		U	1983	Case 1450B Crawler w/ Angle Dozer	8383353	\$ 7,000.00	X
2008		U	1981	Case 1450B Crawler w/ Angle Dozer	8381746	\$ 7,000.00	X
2009		U	2005	Case IH STX-425HD Tractor	JJE0107643	\$92,000.00	Lease
2009		U	2007	JCB HMV Fastrac 4WD Tractor	JCB23865E71270352	\$80,000.00	Lease
2009		U		Kubota M5700 TWD Turf Tires Cab Tractor		\$10,000.00	X
<b>TOTAL</b>						\$1,085,200.00	

# CONSTRUCTION EQUIPMENT

YEAR ACQUIRED	NEW/USED	YEAR MODEL	ITEM	SERIAL #	VALUE 10/1/2009	Purchased
1994	U		AC Forklift	17111514	\$ 1,000.00	X
1996	U		Air compressor		\$ 865.00	X
1996	U		Galion Grader		\$ 15,000.00	X
1999	U		Light tower		\$ 1,500.00	X
2001	U		Hyster H50XM forklift	D177843672V	\$ 5,000.00	X
2002	U		Furakawa Loader FR170		\$ 12,000.00	X
2003	U		Hyster H65XM forklift		\$ 7,000.00	X
2005	U		Cat 416B 4x4 Backhoe		\$ 15,000.00	X
2005	U	Cummins	6 cyl diesel booster pump		\$7,000.00	X
2007	U		2 Scissor lifts		\$1,600.00	X
2007	U		A-C Portable air compressor	XAS90 185CFM	\$ 3,000.00	X
2007	U		Komatsu Hydraulic Excavator	A14875	\$ 16,500.00	X
2007	U		Ingersoll-Rand 185CFM air com	232843UED328	\$ 3,000.00	X
2008	N		86" Ditching Bucket for Komatsu w/ Pins		\$ 2,900.00	X
2008	U	1984	Caterpillar A844 Loader	65R00782	\$ 20,000.00	X
2008	U		Yale 5030 fork lift	2159U	\$ 350.00	X
2008	U		Hyundai Loader	HL 750 0139	\$ 20,000.00	X
2008	U		Up-Right XL-19 Scissor Lift	3176	\$ 2,000.00	X
2008	U	1991	Ingersoll-Rand 175 air compressor	191056U91324	\$ 2,500.00	X
2008	U		Nissan 90 Fork lift		\$ 5,700.00	X
2009	U		Raymond Stock Picker	261-00-01133	\$ 4,000.00	X
2009	U	2004	Daewoo D25S Forklift	FK01276	\$ 5,000.00	X
2009	U		JD 410E 4x4 loader backhoe	875247	\$ 20,000.00	X
2009	U		Nissan 50 electric forklift	OBL	\$ 2,000.00	X
2009	U		Fiat Allis G705A Motor grader	89C0109	\$ 15,000.00	X
2009	U		Gradall 660E Mobile Excavator	44771297	\$ 3,400.00	X
Total					\$ 191,315.00	

# SWATHERS

YR ACQ.	NEW/USED	YR. MODEL	ITEM	SERIAL#	VALUE 10/01/09	OWNED	Charlie's #
1983	New		N.H.1116	328443	\$3,000.00	X	
1991	New		DONAHUE SWATHER TRLR EX5150	328583	\$2,500.00	X	
1993	New		N.H. 1118 Windrower	556940	\$5,000.00	X	162
1996	New		MCDON SWATHER 9000 2 HEADER	94758/95	\$10,000.00	X	
1998	New		HESSTON 8450/HEADERS	433	\$15,000.00	X	
2000	Used		Nunes Hesston 8400 swather		\$7,500.00	X	
2000	Used	2001	DONAHUE SWATHER TRLR EX5150		\$2,500.00	X	84
2001	New		8450 Hesston swather	802000744	\$25,000.00	X	
2001	New		HESSTON DRAPER HEAD	HK04108	\$8,000.00	X	
2003	New	2002	JD 4895		\$20,000.00	X	
2004	New		Hesston swather w/rotary head	HN46328	\$40,000.00	X	
2005	New		Hesston 9260/9070 Header	HP46194	\$96,000.00	Lease	
2005	New		NH HW365 Swather	1430034	\$50,000.00	Lease	
2006	Used	2004	Challenger DKH 15B Disc Header	HP05118	\$5,500.00	X	
2006	Used	2004	Challenger AH 16 Auger Header	HL03328	\$8,000.00	X	
2006	New		9260 Windrower/9075 header	HR46299	\$82,440.00	X	
2007	Used		JD 2280 Windrower w/12' drape hd, cab	359402E	\$2,000.00	X	
2010	Used		Challenger SP85 Windrower	HP08162	\$45,000.00	X	
				Total	\$427,440.00		



# HAROBEDS

Year Acquired	NEW/USED	YR. MODEL	ITEM	SERIAL#	VALUE 10/01/09	OWNED
1996			Freeman 5200 BB Hauler		\$ 40,000.00	
2003	N	2002	1095 #2	655584	\$ 50,000.00	X
2004	N	2002	5300 Freeman hauler	BBR50187	\$ 50,000.00	Leased
2005	U	1995	Freeman 5200 Bale wagon	BPRS0109		parts
2006	N		NH Bale wagon BW28	1330253	\$ 111,029.00	X
2008	N	2008	NH Bale wagon H9880	Y7B650061	\$ 130,000.00	X
TOTAL					\$ 381,029.00	

# SQUEEZES

YEAR	NEW/	YR	ITEM	SERIAL #	VALUE	PURCHASE
1980	U	1972	Cat 920 Squeeze Lift	62K4932	10/1/2009 \$40,000.00	X
<b>Total</b>				Total	\$40,000.00	

# RAKES

YEAR ACQUIRED	NEW/ USED	YR MODEL	ITEM	SERIAL #	VALUE 10/1/2009	PURCHASE
1992	U		Bean Rake		\$2,000.00	X
1994	N		Darf Rake 17 wheel	54953	\$8,000.00	X
1994	N		Darf Rake 17 wheel	54938	\$8,000.00	X
1998	N		Darf Rake 17 wheel		\$10,000.00	X
2000	N	Recon 200	Reconditioner	1899269	\$ 2,500.00	X
2005	U		Turning Rake-Henriques		\$ 400.00	X
2005	N	Circle C	Eagle 3 row #1199	R1199	\$15,000.00	X
2006	U	Auction	Reconditioner		\$ 2,500.00	X
2007	U	NV	Darf Rake 17 wheel		\$ 8,000.00	X
				<b>TOTAL</b>	\$56,400.00	

# BALERS

YEAR ACQUIRE	NEW/USED	YEAR MODEL	ITEM	SERIAL #	VALUE 10/1/2009	PURCHASE
1987	N	7	Freeman 330	36050	\$10,000.00	X
1987	N	8	Freeman 330	35981	\$10,000.00	X
1991	N	9	Freeman 70-36681	7973316	\$10,000.00	X
1991	N	10	Freeman 70-36682	7973315	\$10,000.00	X
1994	N	11	Freeman RU-611	37011	\$10,000.00	X
1994	N	12	Freeman RU-612	37012	\$10,000.00	X
2002	N	15	Freeman 370	37887	\$25,000.00	X
		BB4	Freeman 1592		\$20,000.00	X
2003	U		Freeman 370 T - parts	370T-36600		X
2003	U		Freeman 370 T - parts	370T-36601		X
2004	U		Freeman 370 T - parts	36802		X
2004	U		Freeman 370 T - parts	36535		X
2004	U	BB5	Freeman 1592		\$20,000.00	X
2004	U	1994	Freeman 370 T		\$10,000.00	X
2005	U	1999	Freeman 1592 Baler	539	\$7,000.00	X
2005	U	2000	Freeman 1592 Baler w/control box	603	\$20,000.00	X
2005	U	2000	Freeman 1592 Baler	608	\$7,500.00	X
2006	U		Freeman 1592 Baler		\$6,500.00	X
2007	U		Freeman 330	35921	\$5,000.00	X
2007	U		Freeman 330T	35858	\$5,000.00	X
2007	U		Freeman 330T	35755	\$5,000.00	X
2007	U		Freeman 330W	35545	\$5,000.00	X
2007	U		Freeman 330T	35541	\$5,000.00	X
2007	U		Freeman 330T	35305	\$5,000.00	X
2007	U		Freeman 330T	35066	\$5,000.00	X
2007	U		Freeman 330	35102	\$5,000.00	X
2007	N	2007	Hesston 7434	HS74220	86,582.00	Lease
				<b>Total</b>	\$302,582.00	

# MISCELLANEOUS EQUIPMENT

YR ACQ.	NEW/ USED	YR. MODEL	ITEM	SERIAL#	VALUE10/01/09	PURCHASE
1975	U		Miller 14' Disc	1HJ7678	\$ 2,500.00	X
1979	N		Towner ditcher MDL352360		\$ 2,000.00	X
1980	U		Wilcox Plow 7wd18	2478A	\$ 5,000.00	X
1982	U	1962	GW013'Wheel Disc w/32'Bld	111	\$ 10,000.00	X
1984	U		Tye Grain Drill 15 ft	55176 B	\$ 2,000.00	X
1987	U		Lilliston Bean Harvester		\$ 4,000.00	
1987	U		18' Schmeiser Roll		\$ 2,000.00	
1990	N		Alloway Cultivator & Tank	Ru-410	\$ 2,000.00	X
1990	N		15' Corn Shredder Mitey Mac	VT-88171-15	\$ 3,000.00	X
1991	U		26' Tye Drill		\$ 1,500.00	X
1991	U		Domre L Disc 18'		\$ 1,500.00	X
1991	U		Tye Drill 20'		\$ 2,000.00	X
1992	U		Bean rake/cultivator			
1992	U		Vlach Lincoln Welder		\$ 2,000.00	X
1992	N		Cultivator 6 row	16526	\$ 2,000.00	X
1992	U		Ringroller 15'		\$ 1,500.00	X
1992	N		Ringroller 17'		\$ 1,700.00	X
1992	U		Ringroller 18'		\$ 1,800.00	X
1992	U		Ringroller 26		\$ 2,600.00	X
1992	U		Buffalo Ridger		\$ 1,000.00	X
1992	U		A/C 5 Bottom Plow		\$ 1,000.00	X
1993	N		Schmeiser 20' Ring Roller	Tp25901	\$ 2,000.00	X
1994	U		Fertilizer Trailer		\$ 2,000.00	X
1994	U		Glenco Cultivator		\$ 2,500.00	X
1994	U		Demster Sprayer/Foamer		\$ 7,000.00	X
1994	U		Storage Van			
1994	U		Homemade Carryall		\$ 3,000.00	X
1994	U		Ring Roller		\$ 2,750.00	X
1994	U		House camelback Pump		\$ 1,125.00	X
1994	U		16.6 Rhino wheel disc		\$ 2,500.00	X
1994	U		Land Plane		\$ 2,500.00	X
1995	U		BushHog Fold up Disc		\$ 2,000.00	X
1995	N		6 Row Monosem Planter		\$ 5,000.00	X
1995	N		Wilcox Fert. Bar		\$ 2,000.00	X
1995	U		Seed-Fert Tender		\$ 1,100.00	X
1996			16' Ring roller		\$ 3,000.00	
1996			22' Ring roller		\$ 965.00	
1996			20' Ring Roller		\$ 965.00	
1996	N		Wilcox 5 Shank Ripper		\$ 8,000.00	X
1996	U		Mulcher		\$ 500.00	X
1996	U		Brilleon Seeder		\$ 3,000.00	X
1996	N		Homemade fert Bar Wilcox		\$ 2,000.00	X
1996	U		6'6 case wheel disc		\$ 1,000.00	X
1996			3 Pt bed shaper		\$ 808.00	

# MISCELLANEOUS EQUIPMENT

YR ACQ.	NEW/ USED	YR. MODEL	ITEM	SERIAL#	VALUE10/01/09	PURCHASE
1997	N		9 Homemade Tractor Trailers		\$ 10,800.00	X
1997	U		24' Ring Roller		\$ 1,500.00	X
1997	U		24 ACL Disc		\$ 2,000.00	X
1997	U		Tye Drill		\$ 1,500.00	X
1997	U		12' Boarder Scraper		\$ 1,000.00	X
1997	U		15' Buffalo Harrow		\$ 2,000.00	X
1997	U		20' Ring Roller		\$ 2,000.00	X
1997	U		14' Roterra		\$ 1,000.00	X
1998	N		PMB Bike Sprayer		\$ 5,000.00	X
1998	U		BUSH Hog Disc		\$ 2,100.00	X
1998	N		Road Boss Grader		\$ 1,000.00	X
1998	U		24ft Towner Disc		\$ 4,000.00	X
1998	N	1997	Super Cracker Chesil Plow		\$ 1,000.00	X
1998			5th wheel Carry All		\$ 7,500.00	X
1998			Red Tilt Bed Trailer		\$ 3,000.00	X
1999	U		Yonkers&Johnson Ditcher x 2		\$ 4,000.00	X
1999	U		Wheel Disc 18ft Domries		\$ 3,250.00	X
1999			Wilcox performer bed shaper		\$ 8,000.00	
2000	N		Buffalo G-30 cultivator & scout	9863004668/994904688	\$ 3,000.00	X
2000	U		Poly Tanks		\$ 2,500.00	X
2000	U	2000	Hydraulic land Plane		\$ 1,000.00	X
2000	N	2000	Johnson 3-60 Tomator Inc.	5690	\$ 7,000.00	X
2000			House Pump 10" (model #CTH 10)	89758	\$ 1,500.00	X
2000	U		Marvin Laser Scraper		\$ 15,000.00	X
2001			Wilcox ring roller		\$ 17,000.00	
2003	U	1996	Rogator 854	8515026	\$ 35,000.00	X
2003	U		Disc Plow		\$ 500.00	X
2003	U		Spring tooth chisel plow		\$ 500.00	X
2003	U		40 ft. marine Container		\$ 1,000.00	X
2003	U		40 ft. Marine container		\$ 1,000.00	X
2003	U		20 ft. Tye Grain Drill		\$ 2,000.00	X
2003	U		30ft. Great Plaines Grain drill		\$ 10,000.00	X
2003	U		Laser Equipment		\$ 2,000.00	X
2003	U		Wishek Disc		\$ 15,000.00	X
2003	U		Wishek Disc		\$ 15,000.00	X
2003	U		Sunflower No Till Planter		\$ 4,000.00	X
2003	U		Lilliston Bean Harvester		\$ 500.00	X
2003	U		Lilliston Bean Harvester		\$ 500.00	X
2003	U		Lilliston Bean Harvester		\$ 500.00	X
2003	U		30' Brillion Roller		\$ 8,500.00	
			Fowler Ripper		\$ 5,000.00	X
			Trap Wagon		\$ 2,000.00	X
			Trap Wagon		\$ 2,000.00	X
			Melroe Spray Coupe	209311002	\$ 10,000.00	X

# MISCELLANEOUS EQUIPMENT

YR ACQ.	NEW/ USED	YR. MODEL	ITEM	SERIAL#	VALUE 10/01/09	PURCHASE
			Chemical Mix Station Trailer		\$ 4,000.00	X
2004	U		Dry Fertilizer Applicator	1GDM7D1Y9LV503215	\$ 4,000.00	X
2004	U		Sunflower Landfinisher w/Phoenix		\$ 12,000.00	X
2005	U		Lilliston 6200 Edible bean harvester	1748	\$ 200.00	X
2005	U		Lilliston 6200 Edible bean harvester		\$ 200.00	X
2005	U		Cummins 6-Cyl diesel booster pump	44993008	\$ 6,000.00	X
2005	U		JD 12' pull field conditioner		\$ 1,500.00	X
2005	U		BW 3x60" Mulcher	T131424228	\$ 2,000.00	X
2005	U		Lely 14.5' roller rotterra	10702-0518	\$ 500.00	X
2005	U		8x32" potato cultivator		\$ 300.00	X
2005	U		6-row 21' cultivator		\$ 250.00	X
2005	U		6x40" lister		\$ 1,250.00	X
2005	U		6x38" cultivator w/sprayer set-up		\$ 600.00	X
2005	U		MF 8' vineyard disc		\$ 350.00	X
2005	U		Glencoe 12' wheel controlled chisel plow		\$ 600.00	X
2005	U		Crisafulli 8" Portable PTO transfer pump		\$ 2,000.00	X
2005			JD 9600 Combine w/header & trailer	H09600X637533	\$ 45,000.00	Lease
2005	U	1998	JD 886 12 row cultivator	NOG866XON1574	\$ 10,000.00	X
2005	U		JD 6404 DR 6-cyl Booster Engine w/Berkeley E	354379K	\$2,100.00	X
2005	U		JD corn header w/trailer		\$13,000.00	X
2005	U		12 row Corn planter - Lease	05A716	\$54,156.00	Lease
2006	U		A&L 425 S/A PTO Powered Grain Cart		\$ 1,000.00	X
2006			Crumbler Tillage Tool	203 or A13470		X
2006	U		Custom Built Wheel Controlled Ditch Closer		\$2,000.00	X
2006	U		16' Wilcox Crumbler Roller for Wilcox Ripper		\$2,300.00	X
2006	U		22" 10,000 gal portable ditch pump		\$5,000.00	X
2006	U		TYE 30ft folding grain drill		\$ 3,000.00	X
2007	U		Universal RL1000 Portable laser level tower	122	\$400.00	X
2008	U		5 Large auger bits w/hoses		\$2,000.00	X
2008	U	1979	JD 860B Elevator Scraper w/ Canopy 26.5x25	3418T	\$8,000.00	X
2009	N		Piranha P50 Ironworker	11268	\$15,500.00	X
2009	U		Incorpomaster 1800 18 ft wheel	121-001-009	\$6,500.00	
2009	U		Alloway 2040 6 x30" Cultivator		\$ 900.00	
2009	U	1996	Cat trailer w/pump yellow	1J9DE2D22TF015860	\$ 2,100.00	X
2009	U	1985	Stile trailer w/Cat generator tan	1S9FP0722FC128002	\$ 1,200.00	X
2009	U		Challenger MT285B front broom	41121	\$ 10,000.00	X
2009	U		BHC Row cultivator	ST1196		X
2009	U		Hiniker 5620 Pull Shredder	5620-0022-100	\$ 8,000.00	X
2009	N		Marvin Laser Scraper Blade		\$ 1,600.00	X
2009	N		8 Row Corn Lifter w/ reel		\$ 4,515.00	X
Total					\$ 563,484.00	



**GSA PURCHASING DIVISION**  
1010 10th Street, Suite 5400, Modesto, CA 95354  
Phone: (209) 525-6319  
Fax: (209) 525-7787

## **ADDENDUM NO. 1**

### **RFP #10-46-MSP**

To: All prospective Proposers

October 6, 2010

Prospective Proposers for the **RFP #10-46-MSP Farm Lease of County Property** are hereby notified of the following revisions:

1. Below are several questions and answers regarding the RFP document:
  - (a) Question: Are potential proposers able to have the soil tested?
  - (b) Answer: Yes.
  - (c) Question: Was drip tape used over the entire property?
  - (d) Answer: No, drip tape was used on only about 40% of the property.
  - (e) Question: Have the wells been flow tested? If not, can a potential proposer have them tested?
  - (f) Answer: The wells have not been flow tested, but they were in use 15-18 months ago. Potential proposer interested in having them tested may do so, provided the testing is coordinated with the County.
  - (g) Question: Only one of the wells has a pump in it. Will the County replace the pumps in the other wells?
  - (h) Answer: No, the County will not replace the pumps, nor does it make any guarantees or representations about the functionality of the existing pump.
  - (i) Question: Is the County looking for one constant rental rate during the term of the lease?
  - (j) Answer: Proposers are encouraged to present a proposed rental rate that best suits their business plan.
  - (k) Question: Will the County remove the bottled chemicals sitting at the end of the runway, left by the prior tenant?
  - (l) Answer: Yes, the County will remove them when the walk-through is conducted at the time of execution of the lease.
  - (m) Question: Will the County consider an increased Weed Abatement Credit for the first year?
  - (n) Answer: No.
  - (o) Question: Is there a clearer map available that shows all of the pipelines, particularly the irrigation pipelines?
  - (p) Answer: No.
  - (q) Question: Will the successful proposer be required to repair the fencing around the property?
  - (r) Answer: No, but the proposer is required to maintain the fencing in its current condition. The County will, however, repair the gate at Marshall Road and Hwy 33 near Bell Road

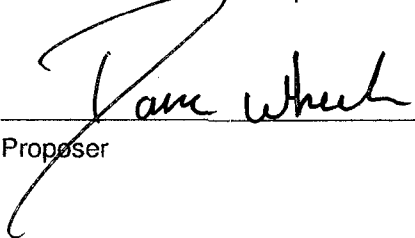


- (s) Question: Where am I able to store my harvested crop (e.g., hay) while waiting for the delivery truck (usually at most a two-week delay)?
- (t) Answer: The harvested crops (e.g., hay) can be stored on the runway. The County will further clarify this during the walk-through prior to executing the lease.
  
- (u) Question: The tail return system seems to run through the creek. Will the successful proposer be permitted to pump off the creek if need be?
- (v) Answer: Yes.
  
- (w) Question: One of the maps in the RFP package shows all wells, some of which are located outside of the bounds of the subject property. Are all of these wells available for use by the successful proposer?
- (x) Answer: No, the only wells available for use are those located on the leased premises.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH RFP #10-46-MSP.**

Please submit further requests for clarification to:

  
\_\_\_\_\_  
Proposer

  
\_\_\_\_\_  
Melinda Pallotta, Contract Administrator



**GSA PURCHASING DIVISION**  
1010 10th Street, Suite 5400, Modesto, CA 95354  
Phone: (209) 525-6319  
Fax: (209) 525-7787

**AMENDED  
ADDENDUM NO. 2  
RFP #10-46-MSP**

To: All prospective Proposers

October 8, 2010

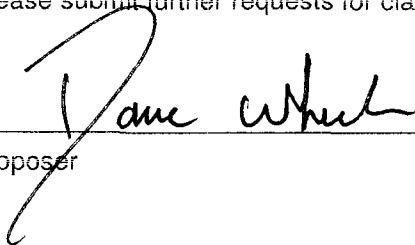
Prospective Proposers for the **RFP #10-46-MSP Farm Lease of County Property** are hereby notified of the following revisions:

1. Below are several questions and answers regarding the RFP document:
  - (a) Question: Would the County be willing to extend the Reclamation Credit or increase the Weed Abatement Credit in order to get the farm ground and surrounding areas under control? It is vital to get the weeds under control for access to all parts of the property and fire prevention.
  - (b) Answer: No. The Reclamation Credit (50% rental rate reduction) is available for the first year of the lease only. The Weed Abatement Credit is in the amount of \$8,000.00 per year and is available during the initial term of the lease.
  - (c) Question: Would the County revise section 9.6 of the lease to state that the Tenant is responsible to maintain (not repair) existing fences?
  - (d) Answer: Yes, the County will make the requested revision in the final lease.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

**THIS ADDENDUM MUST BE SIGNED AND SUBMITTED WITH RFP #10-46-MSP.**

Please submit further requests for clarification to: [melinda.pallotta@stanifarms.com](mailto:melinda.pallotta@stanifarms.com).

  
\_\_\_\_\_  
Proposer

**Melinda Pallotta**

Melinda Pallotta, Contract Administrator