

SOUTH FORK WILLOW CREEK RANCH GRAZING LEASE AGREEMENT

The COLUSA BASIN DRAINAGE DISTRICT, a California public agency (“**Landlord**”), and MARTIN LAND & CATTLE, a partnership, and HERB HOLZAPFEL (collectively “**Tenant**”) (Landlord and Tenant are collectively referred to as the “**Parties**”), hereby enter into this Grazing Lease Agreement (the “**Lease**”), effective as of September 1, 2024 (the “**Effective Date**”), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have agreed as follows:

1. Land.

- 1.1 Description of the Premises. Landlord leases to Tenant, and Tenant leases from Landlord, on terms and conditions set forth in this Lease, that certain real property known as the South Fork Willow Creek Ranch, situated in Glenn County, State of California, comprising of approximately 2,942.3 acres, more particularly described in **Exhibit A** attached hereto (the “**Premises**”). The Premises are leased for the purposes of grazing and the cultivation of livestock on land; any homes or residences on the property are specifically excluded from the leased Premises and are not intended for occupation under this Agreement.
- 1.2 Lease subject to Existing Rights of Others. This Lease is subject to: (a) all existing rights-of-way for canals, ditches, levees, passage of flood waters, roads, telephone, electric power lines, and other purposes, and all easements, covenants, conditions, restrictions, reservations and rights of record; (b) the rights of lessees and owners of all oil, gas and mineral rights, and (c) present and future government regulations, laws and ordinances.
- 1.3 Condition of Premises. Tenant accepts the Premises in its present “AS-IS” condition and agrees, on the last day of the term of this lease, or the sooner termination of this Lease, to surrender the Premises in the same condition as when received; reasonable use, wear and damage by fire, act of God or the elements excepted. Landlord makes no warranties whatsoever as to the suitability of the soil or other aspects of the Premises for growing the crops or livestock that Tenant contemplates growing on the Premises during the term of this Lease.
- 1.4 Access to Water. Water for watering of livestock and crops to be grown on the Land shall be available to Tenant during the term of the lease from wells and springs, if any, appurtenant to the Premises. Water from sources on the Premises shall be used only on the Premises in performance of Tenants’ obligations under the Lease, and Tenant shall not export this water to other lands. Landlord assumes no responsibility for, and does not warrant, the quantity or quality of water available to the Premises.
- 1.5 Landlord’s Withdrawal Rights. Tenant acknowledges and agrees that the Premises have been acquired by Landlord as part of the Colusa Basin Drainage District

Integrated Watershed Management Plan (as amended and supplemented from time to time, the “**Watershed Management Program**”) pursuant to that certain Grant Agreement with the State of California Resources Agency, Agreement No. Z2-3-02, (“**Grant**”) (attached hereto as **Exhibit B**), a Memorandum of which is recorded in the Official Records of Glenn County on January 9, 2004, as document no. 2004-0194, and that the Premises and this Lease are subject to the purposes and requirements of the Watershed Management Program and the Grant. Notwithstanding anything contrary in this Lease, Tenant agrees that Landlord shall have the right in its sole and absolute discretion, which right is hereby reserved to Landlord, at any time upon ninety (90) days prior written notice to Tenant, to withdraw and remove all or any portion of the Premises from the operation of this Lease which Landlord may sell or contract to sell or which may be devoted to or required for a public use or purpose, including range and watershed improvement or repair, wildlife enhancement, flood control, and all other purposes set forth in the Watershed Management Program. In the event of any such withdrawal, a proportionate reduction of the Rent shall be made and after the time Landlord obtains possession of the lands so withdrawn. Landlord further reserves the right to withdraw and remove from the operation of this Lease at any time upon ninety (90) days prior written notice to Tenant, all or any portion of the Premise, the use of which by Tenant may in the opinion of the Landlord result in damage, by erosion, pollution or otherwise, direct or consequential to the Premises or the operations of the Landlord.

1.6 Landlord’s Right of Entry and Use of Established Roads. Landlord does also hereby reserve for the joint use of itself, its employees, agents, permittee successors and assigns, and Tenant, a right of entry to the Premises, and a right to use any and all roads, trails, paths, and ways upon or across the Premises. Landlord does also reserve the right at any time to establish rights of way across the Premises for public access and other controlled uses in accordance with the requirements of the Watershed Management Program or the Grant.

2. **Term.**

2.1 Basic Term. This Lease shall commence from the effective date and shall continue for a period of five (5) years thereafter (“**Term**”), unless sooner terminated in accordance with Paragraph 11 herein.

2.2 Extension. The Term of this Lease may be extended for either a one (1) year period or a five (5) year period upon the mutual agreement of the Parties to the terms and conditions of such extension including, without limitation, the determination of the extension rental fee. Any extension of the Lease must be in writing and executed by both Landlord and Tenant at least five (5) months prior to the end of the then- current term of this Lease (“**Extension Date**”). Landlord shall not be required to extend the term of this Lease, and the Parties agree that the failure of either party to execute an extension on or before the Extension Date

shall be constructive notice of the intent of the non-executing party to allow this Lease to expire.

2.3 Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term of this Lease. If Tenant does abandon, vacate, or surrender the Premises, or if Tenant is dispossessed by process of law, or otherwise, personal property belonging to the Tenant and left on the Premises shall be kept for a reasonable time by Landlord, but in no event longer than fifteen (15) days after Landlord gives Tenant notice to remove such personal property from the Premises, after which time, if the Tenant has not reclaimed the personal property, it may be treated by Landlord as abandoned and Landlord shall thereafter have all rights of ownership in such personal property.

3. Joint & Several Liability of Tenant. As Tenant, Martin Land & Cattle and Herb Holzapfel are joint and severally liable for the performance of the Tenant's obligations in this Agreement, including but not limited to the payment of rental fees or other costs owed under the Agreement. Where the Agreement contemplates any action by Tenant, these two Parties shall be responsible for collectively arranging for the performance of that obligation or notice.

4. Rental Fee. Tenant agrees to pay Landlord a rental fee for use and occupancy of the Premises annually on or before September 1 in the amount of one hundred and two thousand, nine hundred and seventy dollars and zero cents (\$102,970.00) per year. The rental fee shall be payable by certified check, money order, or any other form of payment acceptable to Landlord.

5. Expenses and Costs.

5.1 Assessments and Taxes. Landlord shall pay all real property taxes, assessments and related governmental charges imposed or assessed against the Premises. Tenant shall pay when due all personal property taxes levied against Tenant's personal property located on the Premises, if any. In the event that Tenant fails to pay any taxes as required hereunder, Landlord may (but shall not be obligated to) pay such taxes on Tenant's behalf, and Tenant shall thereafter immediately repay Landlord the amount of such tax plus any penalties resulting from Tenant's failure to pay.

5.2 Utilities. Tenant shall pay all utility bills for service to the Premises.

5.3 Reimbursement. Landlord may, in its sole discretion, reimburse the Tenant for improvements and other services, agreed to and approved in advance in writing

signed by the Landlord, at approved rates. Reimbursement shall only be issued upon completion and inspection of the work to Landlord's satisfaction.

6. Use.

- 6.1 Use of Premises. Except as otherwise expressly provided in this Article, the Premises shall be used by the Tenant solely for agricultural purposes including growing crops and grazing animals and for no other purpose, and Tenant shall not use, or permit to be used, any part of the Premises for any other purpose other than the purpose for which the Premises are leased.
- 6.2 Responsibilities. In addition to any other obligation, express or implied, imposed by this Agreement, Tenant shall be specifically responsible for the following tasks during the course of the Agreement.

RESPONSIBILITIES

Inspect fences not less than once per month
Provide labor for repair of fences
Provide materials for repair of fences
Supervise supply of water available to livestock
Provide labor for repair of water system
Provide materials for repair of water system
Provide salt and minerals
Count livestock not less than once per week
Return stray animals to pasture
Provide supplementary feed, if needed
Provide facilities for fly control
Keep fly control facilities in working order

- 6.3 Operation of the Premises. During the term of the Lease, and any successive extensions pursuant to paragraph 2.2, Tenant shall continuously farm, cultivate, maintain, and operate the Premises with due diligence and consistent with the "best farming practices" employed by farm operations in the surrounding vicinity.
- 6.4 Grazing Period. Tenant shall time the grazing period on the Premises with the recovery of the native perennial grasses and other herbaceous plants. The grazing season shall begin no earlier than October 1 of each year, and shall expire no later than May 1 of the following year; provided that the Parties may mutually agree

upon an alternative date. Tenant shall remove all livestock from the Premises prior to the expiration of the grazing period.

6.5 Resources Agency Grant Agreement.

a. Tenant acknowledges and agrees to comply with the terms and conditions of the Grant, and that Tenant shall not undertake any actions inconsistent with Tenants and/or Landlords obligations under the Grant.

b. Tenant acknowledges and agrees that the terms of the Grant require Tenant undertake stewardship activities, which include public outreach and educational opportunities on the Premises. The Tenant shall, at the beginning of each year of the Term, provide Landlord with a schedule of planned public outreach and education opportunities (“**Schedule**”). The Schedule shall contain no fewer than 12 individual public outreach and educational opportunity days.

c. Tenant acknowledges and agrees that the violation of this paragraph shall be a default of this Lease.

6.6 Maintenance. Tenant shall take good care of, repair and maintain the Premises and the approaches to and appurtenances of the Premises, including, but not limited to, the irrigation and drainage systems, native grass plantings along the systems that were or may be in the future planted in cooperation with federal and State resource agencies, and all farm roads and gates within or passing through the Premises. All buildings and other improvements on the Premises, whether existing or new, shall be maintained by Tenant during the term of this Lease in good order, condition, and repair. No repairs or maintenance of the Premises of any nature shall be required to be performed by Landlord under this Lease, except as otherwise expressly provided in this Lease.

6.7 Waste. Tenant shall not commit or permit others to commit waste or damage to the Premises or maintain a nuisance on the Premises; nor shall Tenant use the Premises for any unlawful purpose or permit others to do so. No garbage, rubbish, scrap metal or other similar items may be stored, discarded, burned, buried or otherwise disposed of on the Premises.

6.8 Alterations. Without Landlord’s prior written consent, Tenant shall not make any alterations, improvements, additions or installations in, on or about the Premises (collectively “Alterations”), except for Alterations of a recurrent minor nature. All Alterations shall be comply with the Grant Agreement and shall be in compliance with applicable law, shall become at once a part of the Premises and shall belong to Landlord. Tenant shall keep the Premises free from any and all liens or claims of lien arising out of any work performed or materials furnished by or on behalf of Tenant. Tenant may install equipment and trade fixtures at its expense and, if Tenant is not in default hereof upon termination of this Lease,

Tenant may remove such equipment and trade fixtures from conditioned upon repair of any damage to the Premises caused by such removal.

6.9 Environmental.

a. Tenant shall not use or store any “Hazardous Substances” as defined below except in strict compliance with applicable laws. For purposes of this Lease, “Hazardous Substances” means any hazardous, toxic or dangerous waste, substance or material, pollutant or contaminant, as defined for purposes of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 6901 et seq.), as amended (“CERCLA”), or the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), as amended (“RCRA”), or any other federal, state or local law, ordinance, rule or regulation applicable to the Premises, or any substance which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, or any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons, polychlorinated biphenyls (PCBs), radon gas, urea formaldehyde, asbestos, lead or electromagnetic waves.

b. No fertilizer, pesticide, poison, chemical or other foreign substance, except those substances (and quantities) approved by the United States Department of Agriculture, by the California Department of Food and Agriculture and by any other applicable governmental agency, shall be applied by Tenant to the Premises or crops growing thereon. The use of any such substance by Tenant shall be in strict conformity with the manufacturer’s instructions respecting the manner and timing of application and with all legal requirements. No experimental fertilizer or chemical or genetically engineered plants shall be applied to the Premises or to the crops growing thereon, except with Landlord’s prior written consent. Tenant shall maintain records in accordance with sound business practices and all pertinent governmental regulations respecting the time, place, quality, quantity, kind and method of application of all such substances as may be utilized by Tenant, and shall furnish to Landlord, upon request, true and correct copies thereof.

6.10 Damage. In the event of damage or destruction of the Premises or any part thereof by fire or otherwise, the obligations of the Parties under this Lease shall continue unabated.

6.11 Destruction of Premises. Tenant shall exercise reasonable care in protecting the Premises from damage or destruction due to causes outside of the Tenant’s control, including, but not limited to, fire, the elements, or acts of God. Should any buildings or improvements on the Premises be damaged or destroyed by fire, the elements, acts of God, or by other causes not the fault of Tenant, Landlord shall have no claim against Tenant for damage or injury.

6.12 Recreational Rights and Hunting. All of the recreational rights and privileges on the Premises are reserved to Landlord; except as provided herein:

a. Tenant and its immediate family and friends may, in compliance with all laws, hunt: ground squirrels and pigs; no more than two (2) deer, with one being three points or better; and doves.

b. Tenant shall report all game harvested to Landlord in order that long-term wildlife management programs may be carried out on the property.

c. Tenant shall not sublease, assign, or license its rights under this subparagraph without prior written consent of Landlord. Any such sublease, assignment, or license shall include a release of liability and require compliance with the applicable terms of this Lease, the Grant, and the Watershed Management Plan.

7. Insurance and Hazards. Tenant shall obtain and maintain in effect at all times during the Term of this Lease, a policy of commercial general liability insurance, naming Landlord and any mortgagee as additional insureds, protecting Landlord, Tenant and any other persons designated by Landlord against any liability for bodily injury, death or property damage occurring upon, in or about any part of the Premises, including contractual liability insurance, with such policies to afford protection with respect to bodily injury or death of not less than One Million and 00/100 Dollars (\$1,000,000.00) as concerns one person in any one Occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) as concerns more than one person in any occurrence, and not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to damage to property. Landlord reserves the right to require higher limits of such insurance from time to time during the term hereof to reflect then prevailing practices in the area. Tenant shall carry fire and extended coverage insurance on all improvements, installations and alterations to the Premises that were installed by or on behalf of Tenant at Tenant's cost and expense, and all of Tenant's personal property and equipment in an amount not less than their full replacement cost at all times. Such insurance policies shall be issued by an insurance company licensed to do business in the State of California acceptable to Landlord having a rating of no less than "A" in the most current edition of Best's Insurance Reports and shall provide that such policies shall not be changed or canceled without at least ten (10) days prior written notice to Landlord. All such policies shall be written as primary insurance coverage (and not contributing with or in excess of coverage which Landlord may carry) and contain an express waiver of subrogation by the insurance company against Landlord. Neither the issuance of any insurance policy required under this Lease, nor the minimum limits required hereunder with respect to Tenant's insurance coverage, shall be deemed to limit or restrict in any way Tenant's liability arising under or out of this Lease. Copies of certificates satisfactory to Landlord will be delivered to Landlord upon request. Anything herein contained to the contrary, to the extent of the face amount of the respective insurance coverages carried by Landlord and Tenant or required to be carried by them pursuant to this Lease, Landlord and Tenant do each hereby release the other from any and all liability for any loss or damage to their respective properties caused by fire or any of the other casualties covered by the risks included in extended coverage insurance. This limited mutual release is given notwithstanding that such fire or other casualty shall have resulted from the act, omission or negligence of Landlord or Tenant or their respective agents, employees, licensees or contractors. Landlord and Tenant agree to cause their respective insurance policies covering the Premises and contents thereof to contain an appropriate endorsement whereby the insurer agrees that the insurance policy and coverage will not be invalidated by reason of the foregoing waiver of the right of recovery against Landlord or Tenant, respectively, for loss occurring to the

properties or to the persons thereof covered by such policies, and whereby such insurers also waive any right of subrogation against Landlord and Tenant (as the case may be).

- 8. Entry, Records and Audits.** Landlord reserves the right to enter the Premises for any lawful purpose, including, but not limited to, consultation with Tenant, inspection, checking individuals for permits, perform geological or other testing, showing the Premises to prospective purchasers, inspection and posting notices thereon. Except in case of emergency, Landlord shall provide Tenant with 48 hours' notice prior to entry.
- 9. Indemnity.** Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the Term of this Lease out of (i) the activities or operations of Tenant or its agents, employees or contractors on or about the Premises, (ii) the negligence or willful misconduct of Tenant or its agents, employees or contractors, or (iii) Tenant's default under this Lease, and in any event were not caused by Landlord's negligence or willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

10. Default.

10.1 Actions or Omissions Constituting Default. The occurrence of any of the following constitutes a default by Tenant under this Lease:

- a. Tenant's failure to pay when due any Rent required to be paid under this Lease if the failure continues for three (3) days after written notice of the failure from Landlord to Tenant;
- b. Tenant's failure to perform any other obligation under this Lease if the failure continues for fifteen (15) days after written notice of the failure from Landlord to Tenant;
- c. Tenant's abandonment of the Premises, including Tenant's absence from the Premises for three (3) consecutive days (excluding Saturdays, Sundays, and federal and California legal holidays) while in default of any provision of this Lease;
- d. To the extent permitted by law:
- i. A general assignment by Tenant or any guarantor of the Lease for the benefit of creditors;
- ii. The filing by or against Tenant, or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days;
- iii. The appointment of a trustee or receiver to take possession of all or substantially all the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved; or

iv. Any execution or other judicially authorized seizure of all or substantially all the assets of Tenant located on the Premises, or of Tenant's interest in this Lease, unless that seizure is discharged within thirty (30) days.

e. The committing of waste on the Premises.

10.2 Remedies of Landlord on Default. On the occurrence of a default by Tenant, Landlord has the right to pursue any one or more of the remedies identified herein, including early termination or exercising a right to perform under Section 10.3, in addition to any other remedies now or later available to Landlord at law or in equity. These remedies are not exclusive but are instead cumulative.

10.3 Landlord's Right to Perform. All obligations to be performed by Tenant under this Lease will be performed by Tenant at Tenant's sole cost and expense and without any reduction of Rent. If Tenant's failure to perform an obligation continues for five (5) days after notice to Tenant, Landlord may, at its option, perform the obligation on Tenant's behalf and recovery any associated costs from Tenant, without waiving Landlord's rights for Tenant's failure to perform any obligations under this Lease and without releasing Tenant from such obligations.

10.4 Litigation. In case either party shall bring suit to compel performance of, or to recover for breach of, any covenant or condition herein, the prevailing party shall be entitled to reasonable attorney fees, in addition to the amount of judgment and costs, including any attorney fees or costs incurred appealing or executing upon any judgment.

11. Termination.

11.1 Termination and Notice. This Lease may be canceled and terminated by either party, without penalty, on giving a written notice of the intent to terminate to the other party two (2) months prior to the date of the intended termination, by sending the required notice to the party to be notified, postage prepaid, by registered mail, at the address specified for that party in this Lease, or by personal delivery to that party. Notwithstanding the forgoing, Tenant may not exercise this termination right until Tenant has been in possession of the Premises under this Lease for at least nine (9) months. Tenant shall be entitled to a prorated return of any rent paid, less costs incurred by Landlord, within 30 days of the effective date of any early termination.

11.2 No Release. The giving of the notice required in this Section shall not release either lessor or lessee from full and faithful performance of all terms and conditions of this Lease during the continuing occupancy of lessee after the notice of termination but before lessee actually vacates the demised premises.

12. Assignment and Subletting; Sale of Land.

12.1 Assignment and Subletting. Tenant shall not assign this Lease or any interest therein or sublease all or any portion of the Premises without Landlord's prior

written consent, which consent shall be at the Landlord's sole discretion. This Lease shall not be assignable by operation of law as to any interest of Tenant herein. Subject to the above, the provisions contained in this Lease shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.

12.2 Release of Landlord after Sale. In the event of a sale or conveyance by Landlord of the Land, or any part thereof, subject to this Lease, Landlord shall be released from any future liability as to the Premises sold upon any of the covenants or conditions hereunder, express or implied, in favor of Tenant and, in such event, Tenant agrees to look solely to the successor in interest of Landlord.

13. Surrender.

13.1 Surrender. Tenant shall quietly and peacefully vacate the Premises and surrender possession thereof to Landlord immediately upon any involuntary termination of this Lease or at the date of natural termination of this Lease. Upon any termination of this Lease, Tenant shall promptly remove all of Tenant's property from the Land.

13.2 Holding Over. Upon the termination of this Lease, any holding over with the consent of Landlord shall be treated as a tenancy from day to day and shall be on the terms and conditions specified in this Lease as far as applicable.

14. **Limitation of Liability.** Except as otherwise provided in this Lease or applicable law, for any breach of this Lease the liability of Landlord (including all persons and entities that comprise Landlord, and any successor landlord) and any recourse by Tenant against Landlord will be limited to the interest of Landlord and Landlord's successors in interest in and to the Building and Real Property. On behalf of itself and all persons claiming by, through, or under Tenant, Tenant expressly waives and releases Landlord from any personal liability for breach of this Lease.

15. General Provisions.

15.1 Notices.

a. All notices, demands, approvals, consents and reports provided for in this Lease shall be in writing and shall be given to Landlord and Tenant at the addresses set forth immediately below their signatures to this Lease, or at such other address as either party may hereafter specify in writing.

b. Such notice of other communication may be mailed by registered or certified mail, return receipt requested, or by any express mail carrier, postage prepaid. If so mailed, then such notice or other communication shall be deemed to have been received by the addressee on the second (2nd) day following the date of such mailing or when actually received, whichever is earlier. Such notices, demands, consents and reports may also be delivered by hand, or by any other method or means permitted by law.

c. A copy of any notice, service of process or other documents in the nature thereof received by either party from anyone other than the other party shall be delivered by the receiving party to the other party as soon as practicable at the address for notices set forth herein.

- 15.2 Legal Effect. All covenants of Tenant and Landlord contained in this Lease are expressly made conditions.
- 15.3 No Waiver. No waiver of any provision of this Lease shall be deemed, nor shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver, nor shall a waiver in any instances constitute a waiver in any subsequent instance. No waiver shall be binding unless executed in writing by the Party making the waiver.
- 15.4 Headings. The titles or heading to the articles and paragraphs of this Lease are not a part of this Lease and shall have no effect on the construction or interpretation of any part of this Lease.
- 15.5 Amendment. This Lease shall constitute the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.
- 15.6 Force Majeure. Neither Landlord or Tenant (except for the payment of any monies as required under this Lease) shall be required to perform any term, condition or covenant of this Lease so long as performance is delayed or prevented by force majeure, which shall mean acts of God, drought, floods, material, labor or other restrictions by any governmental authority, whether valid or invalid, and any other cause not reasonably within the control of either party and which, by the exercise of due diligence, Landlord or Tenant is unable, wholly or in part, to prevent or overcome; however, the term of this Lease shall not be extended as a result of such delays.
- 15.7 Choice of Law. This Lease shall be governed by and constructed in accordance with the laws of the State of California. Any action to interpret, enforce, or otherwise adjudicate the Parties' rights under this Lease shall only be brought in Glenn County Superior Court.
- 15.8 No Partnership. Landlord shall not become or be deemed a partner or co-tenant of Tenant, by reason of the provisions of this Lease.
- 15.9 Entire Agreement. This Lease contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the matters contained herein. There are no representations, agreements or understandings, oral or written, relating to the subject matter of this Lease that are not fully expressed herein. Tenant has no rights to lease, farm,

raise or graze livestock, share crop or otherwise occupy or use any land owned by Landlord except as provided in this Lease.

- 15.10 Authority. Each individual executing this Lease on behalf of an entity represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such entity in accordance with a duly adopted resolution by the partners, board of directors or trustees of such entity or in accordance with the bylaws or enabling provisions of such entity and that this Lease is binding on such entity in accordance with its terms.
- 15.11 Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, the undersigned Landlord and Tenant hereto execute this Lease:

COLUSA BASIN DRAINAGE DISTRICT

MARTIN LAND & CATTLE

By: George Tibbits, President of Board of Directors

Dated:

By: Jake Martin

Dated:

By: Holton Martin

Dated:

Herbert Holzapfel

Dated:

Colusa Basin Drainage District
P.O. Box 390
Willows, CA 95988
email: cbdd61@yahoo.com

Martin Land & Cattle
Herb Holzapfel
7063 County Road 57
Willows, CA 95988
email: holtonmartin2216@gmail.com

[exhibit A – legal description]

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Exhibit B – Grant

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