



MEMORANDUM

Date: July 16, 2014

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator

A handwritten signature in black ink, appearing to be "CHH", is written over the printed name "C.H. Huckelberry".

Re: **Canoa Ranch Property Stewardship Agreement**

Pima County purchased Canoa Ranch in 2005, and the equestrian center was within the Ranch. The Rafterys, the current property stewards, were tenants and managers of the property at that time, living in a manufactured home they own. The County needed continuing property stewardship, so we entered into a stewardship agreement with the Rafterys through Natural Resources, Parks and Recreation (NRPR) in 2005. Agreement CTN-12*161 was renewed in 2011 (attached).

As part of the Agreement, the Rafterys provide steward services specified in the agreement for which they receive no remuneration from the County. The stewardship agreement is considered a caretaker agreement, which is negotiated through the County's Real Property Services Division. Like similar caretaker agreements, the agreement was approved and signed by the department director responsible for the property; in this case NRPR. The rent is \$100 per month; therefore, the revenue is \$1,200 per year, or \$6,000 for five years.

CHH/mjk

Attachment

c: John Bernal, Deputy County Administrator for Public Works
Nanette Slusser, Assistant County Administrator for Public Works Policy
Chris Cawein, Director, Natural Resources, Parks and Recreation
Neil Konigsberg, Manager, Real Property Services

<p>PIMA COUNTY DEPARTMENT OF: REAL PROPERTY SERVICES</p> <p>PROJECT: Canoa Ranch</p> <p>CONTRACTOR: N/A</p> <p>AMOUNT: \$1,200 Revenue</p> <p>FUNDING: N/A</p>	<div style="border: 2px solid red; padding: 5px; text-align: center;"> <p>CONTRACT</p> <p>NO. 11-05-R-143856-0311</p> <p>AMENDMENT NO. _____</p> <p><small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small></p> </div> <p>(STAMP HERE)</p>
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**PROPERTY STEWARDSHIP AGREEMENT
Canoa Ranch/Rafterys**

This Agreement is made and entered into by and between Pima County, a political subdivision of the State of Arizona (hereinafter "County"), and Scott W. and Cheri Raftery, having an address of 5555 1-19 Frontage Road, Green Valley, AZ 85622 (hereinafter "Property Stewards" or "Stewards").

RECITALS

- A. County owns the real property described on Exhibit A-1 and depicted in Exhibit A-2, attached hereto and all improvements thereon (the "improvements"), not including the mobile home identified on Exhibit A-1 as the "Raftery Residence" (collectively, the "Property"). Stewards own the Raftery Residence.
- B. County desires to have a property steward reside on the Property in order to preserve and protect it by patrolling the grounds and maintain it, preventing waste and damage to it, and monitoring and reporting any damage or the occurrence of any activities injurious to the Property, and making use of and maintaining the equestrian facilities.
- C. Stewards operate an equestrian training facility identified on Exhibit A-1 (the "Equestrian Facilities") in which they train, board and caretake cattle cutting horses.
- D. Stewards have agreed to occupy the Residence as their primary residence in accordance with the terms of this Agreement for the term of this Agreement, and provide any other personal services desired by the County and described in this document, Addendum and exhibits.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and in exchange of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the laws of the State of Arizona, the parties hereto agree as follows:

AGREEMENT

1. Residence. At all times throughout the term of this Agreement, Stewards shall reside on the Property, identified on the map in Exhibit A-2, in a manner consistent with its use as the Stewards' primary residence. Stewards shall not be absent from the Property for more than two (2) consecutive days, or more than thirty (30) days per year, without the prior written approval of County. Stewards shall spend, on average, a minimum of twelve (12) hours per day on the Property. No person or persons other than Stewards and those individuals specifically identified in Exhibit B, approved by the County, shall reside on the Property on a permanent or regular basis. Stewards shall be permitted to keep only those domestic pets or livestock on the Property approved by the County and identified in Exhibit B. Stewards may not keep or introduce to the Property any other plants or animals, native or non-native species, without prior written approval of the County. Steward shall remove the Raftery Residence from the Property upon expiration or earlier termination of this Agreement; and shall repair any damage caused by the removal.

2. **Term: Effective Date.** This Agreement shall be for a term of five (5) years and shall commence on the date of the last signature below ("Effective Date").
3. **Fees and Security Deposit.**
 - a. **Rent.** Stewards shall pay County a monthly fee of \$100. Rent is due in full on or before the first (1st) of each month. If Rent remains delinquent on the fifth (5th) of the month, County may assess a \$25.00 late fee, due and payable with the Rent. Rent shall be paid at the address identified in Exhibit C. County may terminate this Agreement for failure to pay rent if Stewards fails to pay the rent, plus the late fee by the tenth (10th) of the month for which rent is due. County shall give Stewards notice of intent to terminate. Stewards shall have thirty (30) days from the date of the notice to vacate the Property and remove all personal property and livestock from the Property. Stewards shall be responsible for ensuring that any tenants or occupants of the housing shall also vacate within the thirty (30) day period.
 - b. **Security Deposit.** Stewards have deposited \$250 with County as security for the full and faithful performance of each and every term of this Agreement. If Stewards default in respect to any of the terms and conditions of this Agreement, including, but not limited to the payment of rent, repair of damages to the Property caused by Stewards or its designees, employees, or representatives, or fails to remove all personal property and trash or debris belonging to Stewards or Stewards' designees, employees or agents upon termination of this Agreement, County may retain all or a portion of the Security Deposit to cover its expenses to remediate its damages. Stewards shall not be entitled to interest on the deposit at the termination of this Agreement.
4. **Background Check.** Those individuals occupying the Property as Stewards shall be required to submit to fingerprinting and a background check by County. County may in its sole discretion terminate this Agreement if it determines that the results of this background check are unsatisfactory.
5. **Stewards' Duties.** Stewards shall perform the following duties with respect to the Property:
 - a. Stewards shall monitor and inspect the Property for activities injurious to the Property, and shall care for, maintain, secure, and repair the Property, provided that Stewards shall not be responsible for structural repairs to the improvements on the Property unless the need therefore is caused by Stewards or any invitee or guest of Stewards. Stewards shall also not be responsible for damage from causes that are beyond Stewards' reasonable control and are outside the scope of Stewards' responsibilities.
 - b. Stewards shall maintain the Property and environs in a reasonably neat and clean condition and perform those specific duties and activities identified in this Agreement. Stewards shall remove all personal trash and waste created by Stewards and his/her guests and invitees from the Property, at the Stewards' expense, on a reasonably regular basis. Stewards shall not at any time let such trash and wastes accumulate for a period of more than fourteen (14) days. Any other trash, debris, weeds, trimmings, etc., generated on the Property shall be properly disposed of off Property.
 - c. Stewards shall regularly monitor and inspect the Property and shall report any problems or activities injurious to the Property, or illegal activities on the Property, to the contact person[s] identified in Exhibit C. If the individual[s] identified in Exhibit C cannot be reached or the communication is required after regular business hours, on a weekend or holiday, Stewards shall contact the Pima County Sheriff's Office to report such activities. At the next available business day, Stewards shall contact the appropriate contact person as identified in Exhibit C.
 - d. Stewards shall report hazards on the Property to the appropriate contact person as soon as identified. In the event that Stewards discover a hazard on the Property, Stewards shall take any and all reasonable actions to insure the safety and security of the Property, self, agency and non-agency staff, and the public to the extent this can be done without endangering Stewards.

- e. Stewards shall comply with pertinent Pima County Natural Resources and Parks Department ("NRPR") rules and regulations unless otherwise provided herein. Such compliance shall include controlling access to the Property as required by this Agreement. In the event of any unauthorized entry upon the Property, where possible, and when the Stewards may safely do so, the Stewards may (i) approach any individual or group entering upon the Property and inquire as to the purpose or reason of the entry or trespass, advise the individual or group of the restricted nature of the Property, and make a determination of whether the entry is authorized or instruct the individuals or group to leave the Property; and/or (ii) call the Sheriff's Office at (520) 740-2810 to report the trespass or unauthorized entry. Stewards shall make every effort to avoid placing themselves, others or the Property at risk of harm or injury. Stewards shall, as soon as reasonably possible, inform the appropriate contact person of the incident. In the event of a medical emergency, Stewards shall call 911 for assistance.
- f. Stewards must submit monthly reports, due on the 15th of each month, to the County's contact person (see Exhibit C). The reports shall contain the information as provided in the attached Monthly Report form (Exhibit D). Report forms and self-addressed envelopes will be provided by the County at the beginning of each Calendar Year.
- g. Stewards shall maintain the existing roads, corrals, ranch houses, buildings and pastures on the Property. The parties acknowledge that there are certain conditions currently on the Property that need to be addressed. Stewards shall not be required to make major capital improvements on the Property unless District agrees to pay the costs thereof, but Stewards shall address maintenance and minor repair issues, in order to improve the condition of the Property. Stewards may request assistance from the County to perform repairs and/or clean-up of the Property as needed within the submitted monthly reports.
- h. Stewards shall maintain or repair fencing on the Property, at Stewards' own cost, including fencing which may be installed by the County. If Stewards desires to be reimbursed for fence repair costs or needs assistance from the County to repair such fencing, then Stewards shall obtain the prior written approval of the District for such repairs prior to incur any costs.
- i. Stewards agree to cooperate with any other individual or individuals that County may locate on the Property as caretakers or property stewards under a separate agreement.
- j. Notwithstanding the above, the Stewards shall be responsible for any and all repairs needed for the Raftery residence.

6. Use of Property.

- a. Equestrian Facility. Stewards may use the Equestrian Facilities located on Block 32 for the boarding, training, and caring of cutting horses and all activities necessary to the conduct of that use, including, but not limited to, the maintenance of a herd of cattle, such herd of cattle shall be limited to a number reasonably necessary for the operation of the Equestrian Facilities. In no event shall such numbers pose health concerns or result in adverse impacts to the resource values of the Property. County reserves the right to require Stewards to reduce the size of the herd of cattle for health or resource protection reasons. Stewards shall not offer lessons, trail rides, or horses-for-hire to the general public without the County's prior written approval.
- b. Cattle Grazing. Stewards and County shall cooperate in the development of a cattle grazing plan on the Property if Stewards request the right to graze cattle. The Grazing Plan shall address grazing locations, numbers; times of year permitted and related matters.
- c. Horses. Stewards may use horses for its Equestrian Facility and Property Steward duties; however, Stewards shall not pasture horses on the Property except in areas approved in writing by County.
- d. County use of Stables. Stewards and County agree that County may, from time to time, stable up to two horses at the Equestrian Facility free of charge, provided County notifies

Stewards in advance of such need and such stabling imposes no hardship on the Stewards.

- e. Public Events at Equestrian Facility. If, during the term of this Agreement, either party desires to make use of the Equestrian Facility for public events, the parties shall meet in advance to discuss the proposed event and reach agreement as to the terms and conditions of such a use.
- f. Cooperation with Canoa Ranch Community Trust/Oversight Committee and Anza Trail Coalition. County and Stewards agree to cooperate in aiding activities of the Canoa Ranch Community Trust/Oversight Committee (the "CRCTOC") and Anza Trail Coalition (the "Coalition") as reasonably feasible within the scope of this Agreement. In no event shall Stewards be obligated to provide personal services to either CRCTOC or the Coalition that exceed the obligations of this Agreement, although Stewards are free to do so if Stewards so desire.
- g. Canoa Ranch Property Master Planning. Parties acknowledge that the Property will be analyzed for the development of a Master Plan addressing the uses and management of the Property. Stewards acknowledge and agree that this Agreement shall be subject to any Master Plan for the Property adopted by the Pima County Board of Supervisors.
7. Utilities. Stewards are responsible for all utility costs (including water, cable, electricity, sewer, trash, gas and telephone) associated with occupancy of the Raftery Residence and the operation of the Equestrian Facility.
8. Personal Property. Stewards shall be permitted to store or bring onto the Property only such personal or recreational vehicles, campers, boats, trailers or other such items identified in Exhibit B and approved by the County. County reserves the right to limit the number of vehicles, recreational vehicles, campers, boats and trailers that may be stored upon the Property and may at any time require the Stewards to remove, at Stewards' expense, such items not expressly identified in Exhibit B.
9. Condition of Property. Upon expiration or earlier termination of this Agreement, Stewards shall leave the Property in as good condition as on the initial date of occupancy, except for (i) reasonable wear and tear and (ii) damage from causes that are beyond Stewards' reasonable control and are outside the scope of Stewards' responsibilities. Stewards shall have the right to be present at a "move-out" inspection conducted by the County.
10. Additional Improvements. Stewards shall not construct additional improvements or landscape the Property or introduce plantings on the Property without County's prior written approval. In the event the construction of an improvement is permitted by County, Stewards shall submit detailed plans and specifications for the improvement to County, and shall not commence construction until the County has approved the plans in writing. Stewards shall thereafter construct the approved improvement according to the plans, in a good and workmanlike manner, and in accordance with all applicable codes and regulations.
11. No Rental/Assignment: Vacation of Occupant. Stewards shall not rent or sublet the Property or any portion thereof to any other person other than those individuals identified in Exhibit B, nor shall Stewards assign this Agreement without County's written consent. Any guests or invitees of Stewards on the Property shall be subject to all of the terms and conditions of this Agreement. Guests and/or invitees shall not establish a camp, set up a recreational vehicle, or establish any other type of temporary residence on the Property for a period longer than (three) 3 calendar days without the County's prior written approval.
12. Entry by County/Right Reserved for Additional Occupancy. County, its employees, designees, or assignees, reserves the right to enter the Property at any time for any purpose. This right of entry includes the right to enter the Property for scientific or educational monitoring or study, educational monitoring or study and for an appropriate period of time to conduct restoration and or rehabilitation work on the Property. County shall give Stewards two (2) days advance notice in the event County intends to enter the Raftery's residence, but such entry shall only be used for public health and safety reasons.

Upon report of an emergency to County, Stewards shall give County immediate entry and access to the Property to resolve the cause of said emergency.

Stewards shall facilitate public access to the Property (but not the Residence) for special functions, as requested by the County, and shall re-secure the Property after the event.

13. **Business Use.** Stewards shall not conduct a retail or commercial business, other than that permitted pursuant to Paragraph 5(a), on the Property that involves customers entering the Property to engage in the business activity with the Stewards or Stewards' Representatives. Nor shall Stewards conduct a business or hobby that requires the location of vehicles, heavy equipment, machinery, parts or tools on the Property, including, as examples, but not limited to, car repair, machining, tool making, appliance or bicycle repair. This shall not prohibit "telecommuting" or running a professional business from the home that does not involve any modification to the premises, or create any business traffic beyond that associated with the activities permitted under Paragraph 5(a).
14. **Compensation/Housing Maintenance Fee.** No monetary remuneration will be paid to Stewards under this Agreement for the services provided herein. In addition to the duties and responsibilities identified herein, Stewards shall not be required to pay County a housing maintenance fee, except for the rent and security deposit set out in Paragraph 3. Stewards shall be responsible for payment of any federal, state or local taxes (if any) associated with the benefits received by Stewards under this Agreement.
15. **Risk/Insurance.**
 - a. County assumes no liability for personal injury or property damage resulting from Stewards or Stewards' guests or invitees using the Property.
 - b. Stewards' personal property is not insured by County, and any responsibility for loss, damage, theft, etc., whether caused by fire, flood, vandalism, or otherwise, is the Stewards'. Stewards are responsible for obtaining renter's insurance for personal belongings.
 - c. Stewards shall obtain and maintain at all times during the term of this agreement, Commercial General Liability insurance with coverage at least as broad as ISO form CG 00 01 in an amount not less than \$1,000,000, covering Stewards activities on the Property, endorsed to include Pima County as an additional insured with coverage at least as broad as ISO form CG 20 10.
 - d. Stewards hereby agree to indemnify and hold harmless County, its officers, departments, agents and employees from and against any loss, cost, liability or expense arising from the misuse of the Property by Stewards or any guest or invitee of Stewards, or from any breach of this Agreement by Stewards.
 - e. In the event that the Property is damaged by fire or other casualty to such an extent that it renders the Property uninhabitable or hazardous, this Agreement shall terminate and Stewards shall immediately vacate the Property. County shall be under no obligation to replace or substitute a Residence for Stewards in the event of a casualty loss.
16. **Compliance with Law.** Stewards shall not use the Property, or permit anything to be done in, on, or about the Property, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. A violation of law is grounds for immediate termination. The Stewards shall not at any time use or allow the use of the Property for any unlawful, or offensive purpose, or in any manner that is contrary to any law of the United States, the State of Arizona, any ordinance of any City having jurisdiction, or any ordinance of Pima County or the Pima County Regional Flood Control County.
17. **Termination.** This Agreement may be terminated by either party at any time, for no cause, with sixty (60) days prior written notice to the other party. If the intent to terminate is for a failure of performance under this Agreement and is, in the County's reasonable discretion, the type of failure that can be cured, County shall give Stewards notice of the problem and Stewards shall have ten (10) days from

the date of the notice to so cure the problem. If Stewards do not timely complete the cure to the County's reasonable satisfaction, County may at any time thereafter terminate this Agreement. Upon termination, with or without a cure period, Stewards shall immediately vacate the Property.

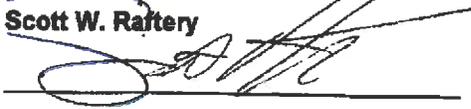
18. **Conflict of Interest.** This Agreement is subject to A.R.S. § 38-511, which provides for cancellation of contracts by the County for certain conflicts of interest.
19. **Survival Clause.** Indemnity and repair obligations, and any other provisions that, by their nature, are reasonably intended to survive termination or expiration of the term of this Agreement, shall so survive.
20. **Notices/Approvals.** All notices, reports or payments shall be to the contact Person[s] identified in Exhibit C. Either party may change its address by giving written notice of the change to the other party, in the manner set forth above.

When the written approval of the County is required hereunder, it shall, unless otherwise specifically stated, mean the written approval of the Director of the Pima County Regional Flood Control District.

21. **Definitions:** Any reference to Stewards in this Agreement shall be construed to include Stewards' Representative where appropriate.

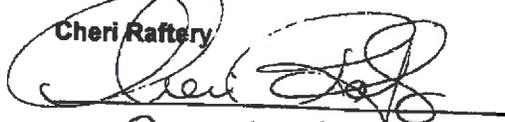
IN WITNESS whereof, the parties hereto have executed this Agreement as of the dates set forth below:

Scott W. Raftery



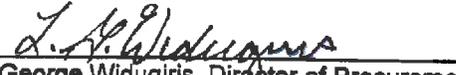
Date 2-21-11
sr

Cheri Raftery



2-21-11

PIMA COUNTY



George Widugiris, Director of Procurement

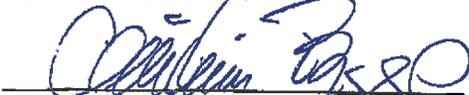
3/15/11
Date

Approved as to Content:



Rafael Payan, Director
Pima County Natural Resources,
Parks and Recreation

3/2/11
Date



Christina Biggs, Manager
Real Property Services

3/14/11
Date

Approved as to Form:



Neil Konigsberg, Deputy County Attorney
Pima County Attorney's Office

2-18-2011
Date

Stewardship Agreement Canoa Ranch.lg

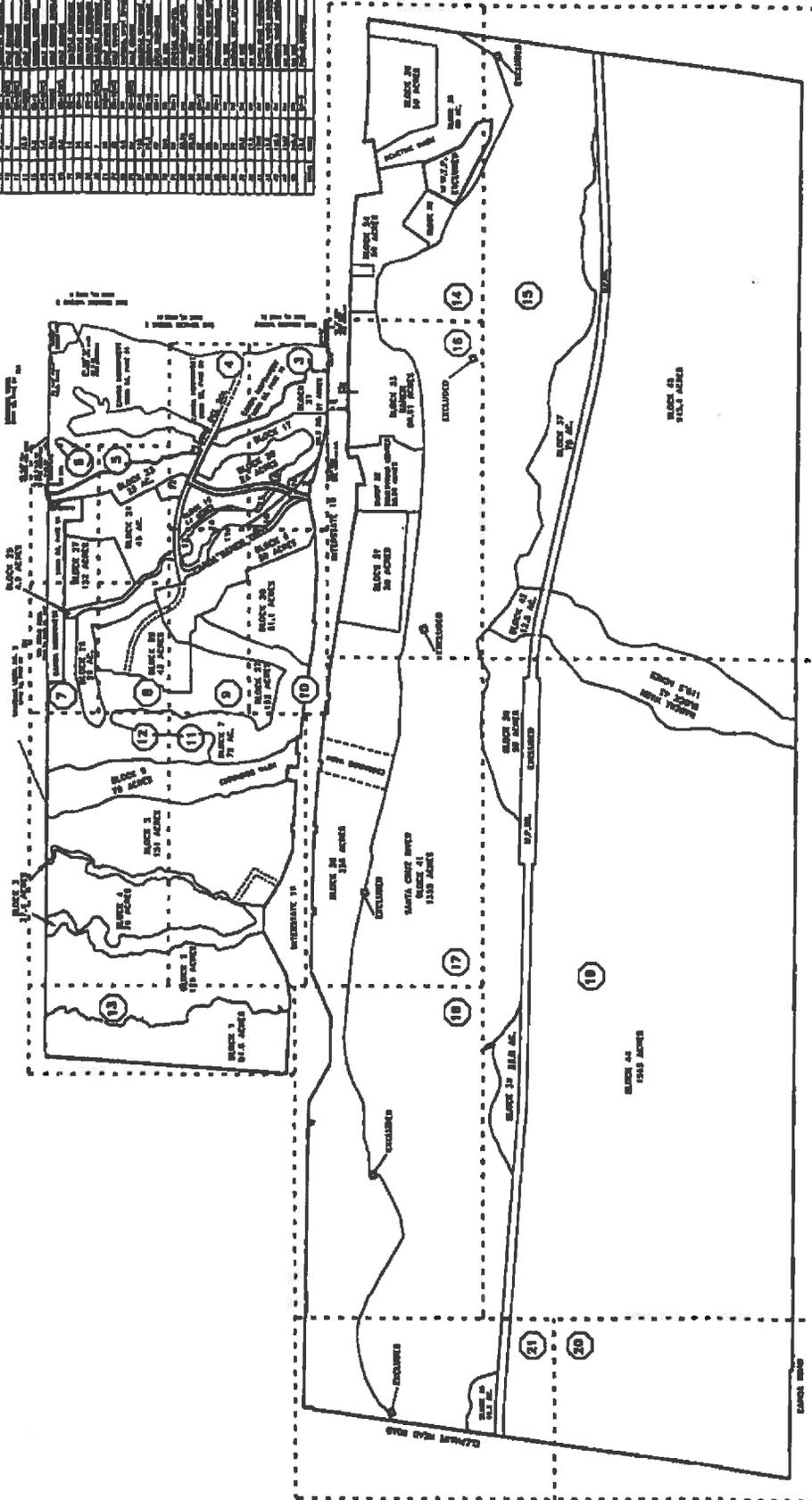
EXHIBIT A-1

All of Blocks 30, 31, 32, 33, 35, 37, 38, 39, 40, 41, 43, 44, and 45 of CANOA RANCH, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, in Book 54 of Maps and Plats at Page 74 thereof.

And shall include Block 34 at such time as Pima County acquires title to Block 34 of CANOA RANCH, a subdivision of Pima County, Arizona, according to the map or plat thereof of record in the office of the County Recorder of Pima County, in Book 54 of Maps and Plats at Page 74 thereof.

EXHIBIT A-2
(Depiction of Property)

Block No.	Acres	Owner
1	10.0	...
2	10.0	...
3	10.0	...
4	10.0	...
5	10.0	...
6	10.0	...
7	10.0	...
8	10.0	...
9	10.0	...
10	10.0	...
11	10.0	...
12	10.0	...
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94	10.0	...
95	10.0	...
96	10.0	...
97	10.0	...
98	10.0	...
99	10.0	...
100	10.0	...



CANOA RANCH
 MAP NO. 187008-035
 MAY 4, 2005
 A PORTION OF THE SAN JOSE VALLEY OF THE CANOA LAND GRANT
 LAYED OUT IN UNINCORPORATED SECTION 3, T.43N. R.17E. S.14E. CO. GULF
 TIES, P.M., U.S.S.M., PIMA COUNTY, ARIZONA



The WLB Group, Inc.
 1000 N. 1st Avenue, Suite 100
 Phoenix, Arizona 85004
 Phone: (602) 254-7700
 Fax: (602) 254-7701
 Email: info@wlbgroup.com
 Website: www.wlbgroup.com

Exhibit A.

EXHIBIT B

Persons Permitted to Reside on Property and Relationship to Stewards

Scott W. and Cheri Raftery and children

Domestic Pets or Livestock Permitted on Property

Dogs, cats, horses, cattle

Vehicles, Recreational Vehicles, Campers, Boats, Trailers, etc. Permitted on Property

Only personal vehicles, trailers, campers belonging to Rafterys.

EXHIBIT C

Contact Persons and Numbers:

Hazards to Natural Resources on Property:

Kerry Baldwin, Natural Resources Division
Natural Resources, Parks and Recreation
3500 W. River Road
Tucson, AZ 85741
Phone: 520-877-6161
Fax: 520-877-6006

Damage to Structures on Property and Property Access Issues:

Robie Pardee, Development Division
Natural Resources, Parks and Recreation
3500 W. River Road
Tucson, AZ 85741
Phone: 520-877-
Fax: 520-877-6006

Payment of Rent and Fees and Submission of Monthly Reports:

Rita Leon
Pima County Real Property Services
201 N. Stone Ave., 6th Floor
Tucson, AZ 85701
Phone: 520-740-6462
Fax: 520-740-6763

Emergencies:

Kerry Baldwin, Natural Resources Division
Natural Resources, Parks and Recreation
3500 W. River Road
Tucson, AZ 85741
Phone: 520-877-6161
Fax: 520-877-6006

Pima County Sheriff's Office 520-740-2810

EXHIBIT D
Monthly Caretaker Report Form

MONTHLY CARETAKER REPORT

Canoa Ranch

Month of _____, 200

	INSPECTIONS		MAINTENANCE PERFORMED			
	Yes	No	Yes	No	Labor/Days	Materials/Costs
<u>Historic Ranch House</u>						
Main House	_____	_____	_____	_____	_____	_____
Guest House	_____	_____	_____	_____	_____	_____
Storage Area	_____	_____	_____	_____	_____	_____
Bunk House	_____	_____	_____	_____	_____	_____
Corrals	_____	_____	_____	_____	_____	_____
Foreman House	_____	_____	_____	_____	_____	_____
White House	_____	_____	_____	_____	_____	_____
Tack Room	_____	_____	_____	_____	_____	_____
<u>Block 34</u>						
Barn - 28 Stalls	_____	_____	_____	_____	_____	_____
Rodeo Arena	_____	_____	_____	_____	_____	_____
Tack Rooms	_____	_____	_____	_____	_____	_____
<u>Overall</u>						
Wells	_____	_____	_____	_____	_____	_____
Fences	_____	_____	_____	_____	_____	_____
Pipelines	_____	_____	_____	_____	_____	_____
Roads	_____	_____	_____	_____	_____	_____
Re-vegetation work	_____	_____	_____	_____	_____	_____

RANCH OPERATIONS

Cattle		
Pastures Used	Number/Kind of Livestock	Duration of Use/Number of Days
_____	_____	_____
_____	_____	_____
_____	_____	_____
Other Livestock, Including Horses		
_____	_____	_____
_____	_____	_____
_____	_____	_____
Pumpng		
Amount of Water Pumped	Rainfall	
_____	_____	
_____	_____	
_____	_____	

Vandalism _____

Trespassing _____

Report any landscaping and plants used at the ranch headquarters. Has there been any introduction of non-native plant species?

Comments: (Please add any other items or events occurring during the past month affecting the property).