

GRAZING LEASE

THIS LEASE, made and entered into by and between the Upper Yampa Water Conservancy District (UYWCD), Lessor, and _____, Lessee,

WITNESSETH:

Subject to the provisions hereinafter provided, it is hereby agreed by the parties hereto that:

1. Said Lessor does hereby lease and demise unto said Lessee the following described lands situate in the County of Routt, State of Colorado, to-wit: Blacktail Conservation Easement/ Sickle Pasture containing approximately 223 acres more particularly described as the NW1/4NW1/4 of section 28, S1/2SE1/4 of section 20, N1/2NE1/4, N1/2SE1/4NE1/4 of section 29, T4NR84W and as illustrated in Attachment A.
2. This lease is for the purpose of grazing livestock on the leased premises, as provided herein.
3. The term of this lease shall be for one year commencing on the 1st day of June 2020 and ending on the 31st day of May, 2021, subject to the rights of the Lessor to terminate this lease hereinafter provided.
4. The Lessor may renew this agreement for up four (4) additional one-year terms. Renewal shall occur on or before May 1st of each year and shall be in writing and signed by both parties using Attachment B.
5. In consideration hereof, Lessee hereby covenants and agrees to the following terms and conditions:
 - (a) Cash or check payment of \$_____ per AUM, payable as follows:

In exchange for a maximum of seventy five (75) AUM's, Lessee will, for each year the lease is in effect, provide \$_____ of in-kind services or goods as agreed to by Lessor and Lessee including but not limited to noxious weed control, water development, riparian development and improvement, purchase of capital equipment, road and parking lot construction, maintenance, and/or materials for such, equipment rental, and fence construction. These goods and/or services shall be identified and approved by the Lessor prior to being received on the property no later than October 1st of the same year grazing takes place using Attachment C of this lease.
 - (b) Lessee agrees to the following terms and conditions (AUMs, etc.):

Grazing will begin no sooner than June 15 as per Blacktail Conservation Easement and as agreed to by the Lessee and Lessor. Grazing will be completed by August 15 of each year or when a maximum of 75 AUMs are achieved, whichever occurs first. Lessee will submit a grazing plan each year (Attachment D), noting numbers of livestock, on/off dates and water manipulation.

(c) Lessee further agrees to the following covenants and conditions:

6. The Lessee shall have the right of ingress and egress to the leased premises for the purpose of grazing livestock and associated operations as provided herein.
7. The Lessee shall perform all operations in a manner which will make it beneficial to the Lessor. Neglect in care for the land or pasture may result in termination of this lease.
8. The Lessee agrees to repair or replace all fences and/or gates damaged or destroyed as a result of activities associated with this lease agreement.
9. The Lessee shall provide to the Lessor, prior to application, the label for any fertilizers, pesticides, herbicides or any other chemical compounds intended for application on the leased premises. Approval from the Colorado Parks and Wildlife must be obtained before application of any of the above. The intentional disposal, spillage or dumping of any refuse, waste, trash or other material on the leased premises is forbidden.
10. Lessee agrees to cooperate fully with Lessor in any programs promulgated by Lessor on said leased premises.
11. Lessee agrees not to sublease any portion of the leased premises nor assign this lease or any portion thereof without the express written consent of the Lessor prior to any such action.
12. Lessor and its agents shall have access to the leased premises at such times and for such purposes as Lessor may deem necessary or desirable for carrying out its duties on said leased premises.
13. Lessee agrees not to burn or destroy any brush or other growth or cover without the prior consent of the Lessor.
14. Lessee agrees that, at the expiration or termination of this lease, he will surrender and deliver up possession of the leased premises in as good order and condition as when this lease was entered into, loss by inevitable accident, act of God, and ordinary wear and tear excepted.
15. Lessee agrees that he will submit no claims to Lessor for any damage done by wildlife to the crops, pasture or livestock on the leased premises and that he will prevent or suppress to the best of his ability any and all fires and will immediately report any fires to the Lessor.
16. Lessee agrees not to engage in any practice in one year which will obligate the Lessor to that practice in succeeding years without first securing, in writing, an extension of this lease.
17. The Lessee shall be responsible for all indebtedness incurred by Lessee in association with this lease and the Lessor shall not be held liable to any injury or damage caused by or inflicted upon the Lessee.
18. The Lessee shall comply with all rules and regulations of the Lessor and all other State agencies, as well as those of all county, city or other governmental entity having jurisdiction in regard to sanitation, waste disposal, water supply and systems, fire

protection and to other regulations necessary for public health, safety, and welfare.

19. THE ~~LESSEE~~ SHALL NOT ENROLL ANY OF THE LESSOR'S PROPERTY INTO ANY OF THE U.S. DEPARTMENT OF AGRICULTURE PRICE SUPPORT AND PRODUCTION ADJUSTMENT PROGRAM

20. All notices required or provided in this lease shall be mailed to the other party at its official address, United States mail, postage prepaid, certified, return receipt requested. For the purposes of this agreement, the official addresses of the parties shall be:

Lessor:

Upper Yampa Water Conservancy District
P. O. Box 775529
Steamboat Springs, CO 80477

Lessee:

Either party may change its official address by giving notice of such change to the other as provided above.

21. INDEMNIFICATION : To the extent authorized by law, Lessee shall indemnify, save and hold harmless the UYWCD, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Lessee or its employees, agents, or assignees pursuant to the terms of this Agreement.

22. NON-DISCRIMINATION. The Lessee agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with that Act, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination upon the premises and will immediately take any measure necessary to effectuate this agreement.

As a recipient of Federal Funds from the United States Department of the Interior, the Lessor operates programs subject to the nondiscrimination requirements of Title VI of the 1964 Civil Rights Act.

The Lessor provides this assurance that in the operations of such programs it shall prohibit discrimination on the grounds of race, color, or national origin.

In order to further this end, the Lessor shall have the right to:

- a. Display prominently and in reasonable numbers and places, posters which state that the recipient operates programs subject to the non-discrimination requirements of Title VI.
- b. Provide to the Department of the Interior current and relevant information and

data to the extent necessary and appropriate for the determining compliance with Title VI and comply with regulations implementing Title VI.

The Lessee's signature on this document indicates that Lessee is aware of the above cited responsibilities of the Lessor and agrees to grant the Lessor the right to carry out these responsibilities on his land.

23. The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the RECIPIENT on the basis of race, color, national origin, age, sex (in education activities) or disability.
24. If default shall be made in any of the covenants and agreements herein contained to be kept by the said Lessee, it shall be lawful for the Lessor, at the discretion of the Lessor, to declare said lease terminated.
25. This lease agreement constitutes the entire understanding of the parties and there are no other provisions other than set forth above, and any changes in this agreement shall be made in writing and signed by both parties before the same shall be effective. All provisions of this lease, including the benefits and burdens, run with the land and are binding upon and extend to the heirs, legal representatives, successors and assigns of the parties hereto.

LESSEE

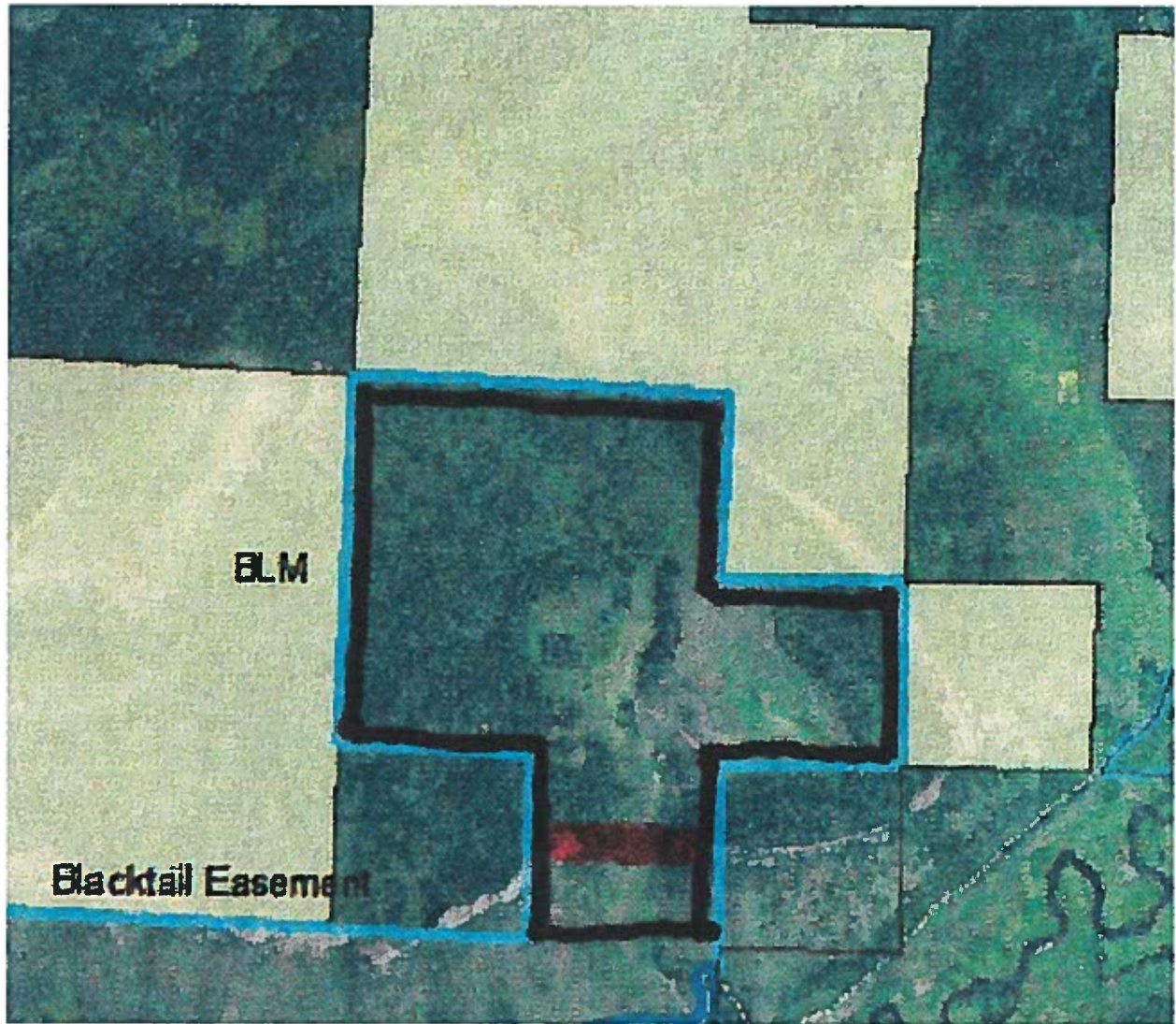
LESSOR

Upper Yampa Water Conservancy District

By _____

By _____

ATTACHMENT A



ATTACHMENT B

EXTENSION OF AGRICULTURAL LEASE

EXTENSION NO. ___

It is hereby agreed by _____, LESSEE, and the Upper Yampa Water Conservancy District, LESSOR, to **extend** certain lease located on the Blacktail Conservation Easement Sickle Pasture for _____ AUMs for this extension.

This lease extension authorizes the Lessee an additional use period, as provided in the detailed lease document, beginning _____ (month/day/year) and ending _____ (month/day/year), not to exceed twelve (12) consecutive months and is subject to those provisions, conditions and terms listed within the detailed lease document which was executed _____ (month/day/year).

LESSEE: _

By: _____

EIN:

LESSOR:

Upper Yampa Water Conservancy District

By _____

ATTACHMENT C

In-Kind Goods or Services Approval

Year	AUMs	Payment
2020 grazing lease	75	
2021 grazing extension		
2022 grazing extension		
2023 grazing extension		
2024 grazing extension		
TOTAL		

For the year of _____ both the Lessor and Lessee agree that the work listed below, and amounts will suffice for payment for of in-kind goods and services.

LESSEE:

By: _____

Date: _____

EIN:

LESSOR:

Upper Yampa Water Conservancy District

By: _____

Date: _____

ATTACHMENT D

Grazing Plan for the year of _____

Group A of cattle will be turned out at _____ on __/__/__, numbering
_____ head of steers / yearlings / cow calf pairs.

Group B of cattle will be turned out at _____ on __/__/__, numbering
_____ head of steers / yearlings / cow calf pairs.

Group C of cattle will be turned out at _____ on __/__/__, numbering
_____ head of steers / yearlings / cow calf pairs.

Springs _____ will be utilized from __/__/__ until __/__/__

Springs _____ will be utilized from __/__/__ until __/__/__

Springs _____ will be utilized from __/__/__ until __/__/__

Cattle will be pulled off of property on __/__/__

LESSEE:

By: _____

Date: _____

EIN:

LESSOR:

Upper Yampa Water Conservancy District

By: _____

Date: _____