

ORIGINAL

Cattle Grazing Lease Agreement

Date and names of parties. This lease is entered into on _____ 20____,
Between LAGO VISTAS PROPERTY OWNERS ASSOCIATION (LVPOA) (Landlord) LESSOR,
at (address) PO BOX 20196; COLORADO CITY, CO 81019
and KELLY BAK (Tenant) LESSEE,
at (address) 8180 SOUTH CROW CUTOFF, PUEBLO, CO 81004

The parties to this lease agree to the following provisions.

Description of land. The LESSOR rents and leases to the LESSEE, to occupy and to use for cattle grazing purposes only, the following real estate located in the County of PUEBLO and the State of COLORADO, described as follows: PROPERTY KNOWN AS THE LAGO VISTAS PROPERTY OWNERS ASSOCIATION, and consisting of approximately 267 acres, thereon belonging to the LESSOR, except ANY AREAS OF ANY INDIVIDUAL PARCELS THAT HAVE BEEN FENCED OUT BY INDIVIDUAL PARCEL OWNERS

Length of tenure. The term of this lease shall be ONE GRAZING SEASON specified as beginning on 1 MAY, 2019, and concluding on 31 OCTOBER, 2019. The term of this agreement shall continue in effect from year to year thereafter unless written notice is given by either party to the other within 30 days after the end of the grazing season.

Amendments and alterations to this lease may be made in writing in the space provided at the end of this form at any time by mutual agreement. If the parties fail to agree on proposed alterations, the existing provisions of the lease shall control operations.

Section 1. Animal Units

Not more than 10 animal units shall be kept on the property at any one time without the express written consent of the LESSOR. Deliberate violation of this provision shall constitute grounds for termination of this lease.

Animal Unit – One animal unit is defined as follows: one (1) cow and its calf less than 3 months of age, OR one (1) cow, OR two (2) calves between the ages of 3 months and 1 year, OR one-and-one-half (1 1/2) yearling steers or heifers; OR one-half (1/2) bull.

Any animal displaying aggressive behavior towards people, property, or other animals shall be removed immediately.

Section 2. Rental Calculations and Payment Schedule

The Lessee agrees to pay \$18.00 per animal unit, per month payable at the beginning of each month.

Section 3. LESSOR and LESSEE Responsibilities

LESSOR retains all rights and privileges of the property other than for the sole purpose of grazing cattle. This lease does not confirm nor imply any other access or usage of the property by the LESSEE other than for the purpose of overseeing LESSEE's cattle.

LESSEE agrees to maintain all exterior LVPOA fences to assure cattle do not access adjacent neighboring properties. Interior fences (individual parcel owner fences for the purpose of fencing cattle out) are the responsibility of individual parcel owners. LESSOR and individual parcel owners are responsible for complying with all Open Range regulations and requirements. Refer to CRS 35-46-101 & 102..

Access to water for the cattle may be provided by the LESSOR via a current parcel owner. Lessee shall make his/her own arrangements with water provider or provide his/her own water.

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Section 4. LESSEE's Obligations and Duties

Liability. The LESSEE takes possession of the leased premises subject to the hazards of operating a ranch, and assumes all risk of accidents personally as well as for LESSEE's family, employees, or agents in pursuance of ranching operations.

The LESSEE further agrees to perform and carry out the stipulations below.

A. Activities Required

1. To prevent all unnecessary waste, or loss, or damage to the property of the LESSOR.
2. To comply with pollution control, water quality, and environmental protection requirements, to the extent as may be required by local, state, and federal agencies,
3. To maintain General Liability and Workers Compensation Insurance (as may be required by law) insuring LESSEE and any LESSEE hired labor while performing on LESSOR's premises.
4. To be solely responsible for all employer obligations on hired labor with respect to safety requirements and social security and workers' compensation contributions. LESSOR shall have no responsibilities therefore.

B. Activities Restricted

1. Not to put any cattle on property without obtaining specific approval from the LESSOR in advance regarding number, health, sex, breed, and age.
2. Not to assign this lease to any person or persons or sublet any part of the premises herein leased.
3. Not to erect or permit to be erected any structure or building or to incur any expense to the LESSOR for any purposes.

Section 5. Reserved Rights

The LESSOR reserves the right to control the number of cattle and duration of grazing in any year based on weather conditions and/or other conditions deemed appropriate by Lessor. The LESSOR and LESSEE shall jointly evaluate the grazing conditions every month throughout this lease. The LESSOR may deem the property overgrazed and suspend grazing and/or enter into a fallow state until weather conditions allow the property to recover. Although the LESSOR may utilize the expertise of the Pueblo County Extension Office to make this determination, it is the LESSOR's sole responsibility to determine pasture conditions.

Section 6. Termination

This agreement may be terminated at the will of either party with a thirty day written notice to the other party.

Signatures

Date: 1-8-19

LESSEE's Signature: _____

Date: 1-8-19

LESSOR's Signature: _____

Amendments to the Lease

1. Item: 1 Description and restrictions: Rental Payments per section 2 of this Lease Agreement shall be waived for the life of this agreement.

2. Item: Description and restrictions: _____

Date: 1-8-19

LESSEE's Signature: _____

Date: 1-8-19

LESSOR's Signature: _____