

Lease No. 144-006-	Unit Name:	Region No:	County:	Project No:	Trust Lands: <input type="checkbox"/> Yes <input type="checkbox"/> No
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GRAZING AGREEMENT

This lease is entered into by and between the State of Minnesota, under the authority and subject to the provisions of Minnesota Statutes, section 84.972, 97A.135, and other applicable statutes, acting by and through the Commissioner of Natural Resources hereinafter called the "LESSOR" and the "LESSEE" who is named below for the leasing of state lands under the authority of the LESSOR. The purpose of this agreement is for wildlife and plant management on public hunting, game refuge or wildlife management area lands.

Name:		Telephone No:
Address:	State:	Zip Code:
Effective Date:	Termination Date:	
Legal Description:		

IT IS AGREED AS FOLLOWS:

- The LESSOR, in consideration of the covenants, agreements, and the payment or service specified herein, leases to the LESSEE, for livestock grazing purposes, subject at all times to sale, lease, and use for mineral or other purposes, the above described land as shown on the attached drawing, **Exhibit A**, which is made a part of this lease. Fill our section A or B for all agreements and also fill out C for agreements including bartered goods/services

A. Value by acre:

Term	Grazing Pasture (number or name for clarity on map)	Grazing		Annual Rent
		Acres	Rate	
			\$	\$
			\$	\$
			\$	\$
			\$	\$
				ANNUAL RENT TOTAL
				\$

OR

B. Value by AUM:

Rate calculated as ____ animal units x \$ ____ per animal unit for ____ months	ANNUAL TOTAL	\$
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AND (if barter)

C. Cooperator provided goods/services (only on non-trust land):

The LESSEE shall provide the following goods and/or services in exchange for this lease:
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Value of goods/services	\$	Lease amount if > 0	\$
		(Difference between (A or B) and C)	

2. **PAYMENT:** The LESSEE agrees to perform the above services or annually pay the LESSOR for the term of this lease according to Paragraph 1 of this lease. All annual rent payments are due January 1st of each year for the term of this lease. If the rent is not received within 10 days after the due date, the LESSOR shall impose a late fee equal to 10% of the amount due. The LESSOR may adjust the services to be performed or the annual rent, five years after the Effective Date. The LESSOR shall give the LESSEE written notice of any such change.
3. **HOLDOVER:** LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the leased land after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the leased land after termination and shall be subject to legal action for removal.
4. **TRANSFERS:** This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the leased land or any part thereof; or d) permit the use or occupancy of the leased land or any part thereof by anyone other than the LESSEE.
5. **IMPROVEMENTS:** The LESSEE is prohibited from making any improvements to the leased land without prior written permission of the LESSOR. The LESSEE understands and agrees that any improvements made by the LESSEE belong to the LESSOR upon the expiration, cancellation, or termination of the lease and LESSOR is not required to reimburse the LESSEE for any improvements made.
6. **TIMBER:** The LESSEE agrees that no timber or trees may be cut, used, removed, or destroyed without first obtaining written permission from the LESSOR.
7. **INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the leased land.
 (check if applicable) See the attached **Exhibit C**, which is made a part of this lease, for additional terms and conditions on the control of invasive species.
8. **BURNING:** The LESSEE agrees that there shall be no burning on the leased land without first obtaining written permission from the LESSOR.
9. **CHEMICALS:**
 - A. Chemicals on land. The LESSEE, including LESSEE'S agents or employees, is prohibited from using any herbicide, pesticide, fungicide, insecticide, or any other similar product on the leased land without first obtaining written permission from the LESSOR.
 - B. Noxious weed control. The LESSEE agrees to be responsible for noxious weed control on the leased land. Failure to control noxious weeds shall be cause for termination of this lease.
 - C. Chemicals for animal health. The LESSEE shall follow the DNR guidelines for de-wormers and insecticide use. See the attached **Exhibit D**, which is made part of this lease.
10. **USE OF LAND:**
 - a.) The LESSEE shall in all respects conform LESSEE'S use of the leased land to the laws, ordinances, rules, regulations, standards, and orders of all units of government having authority regarding the leased land.
 - b.) The LESSOR shall have the right to restrict the use of the leased land because of weather conditions, ground cover conditions, forage conditions, or other similar conditions.
 - c.) The LESSEE shall not block access to the leased land at any time.
 - d.) The LESSOR, in its discretion, may maintain a trail through the leased land.
 - e.) Salt and mineral block feeders may be used as approved by the LESSOR. The LESSEE shall locate and move salt and mineral blocks as directed by the LESSOR. The LESSEE shall remove all salt and mineral block feeders from the leased land at the end of grazing each year.
 - f.) Supplemental feeding on the leased land is prohibited, unless approved in writing by the LESSOR.
11. **TAXES:** The LESSEE agrees to pay all taxes when due that may be levied against the leased land or improvements thereon.
12. **PUBLIC RECREATIONAL USE:** The LESSEE agrees and understands that the leased land shall be open to public recreational uses, as defined by Minnesota Statutes, section 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the leased land for reasonable public recreational use without first obtaining written permission from the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.
13. **LIABILITY:** This lease shall not be construed as imposing any liability on the LESSOR for injury to person or property of the LESSEE or any other person or property, arising from LESSEE'S use of the leased land under this lease or any other license, lease, easement, or other encumbrance. LESSEE agrees to indemnify and hold harmless the LESSOR from all claims arising out of the use of the leased land, whether such claims are asserted by civil action or otherwise.
14. **FENCING:**
 - a.) The LESSEE shall maintain, repair, and operate fencing within and on the perimeter of the leased land, as directed by the LESSOR. The LESSEE shall be responsible for all costs and expenses of maintaining, repairing, and operating all fencing within and on the perimeter of the leased land.
 - b.) The LESSEE shall install, maintain, repair, operate, and move any temporary fencing within the leased land as directed by

the LESSOR. The LESSEE shall be responsible for all costs and expenses of installing, maintaining, repairing, operating, and moving all temporary fencing within and on the perimeter of the leased land. The LESSEE shall be responsible for keeping all livestock within pasture areas as directed by the LESSOR.

c.) The LESSEE shall lock any gates to the leased land.

15. LIVESTOCK CONTROL:

a.) The LESSEE shall be responsible for keeping all livestock on the leased land. The LESSEE shall be liable for all damages caused to person or property by livestock that escape from the leased land.

b.) The LESSEE shall immediately remove all diseased livestock from the leased land. Diseases that require removal of the livestock include, but are not limited to, trichomoniasis, TB, and brucellosis.

c.) The LESSEE shall remove all dead livestock from the leased land within one day of discovering the dead livestock. The LESSEE shall notify the LESSOR before entering the leased land to remove any dead livestock. If approved by the LESSOR, the dead livestock may remain on the leased land.

d.) The LESSEE shall remove invasive species from the LESSEE's livestock, as directed by the LESSOR.

e.) The LESSEE shall notify the LESSOR of the presence on the leased land or adjacent lands of any livestock predators, including, but not limited, wolves, cougars, and bears. The LESSOR shall have the right to restrict the use of the leased land due to the presence of such predators. Notwithstanding Minnesota Statutes, section 97B.645, subd. 8, the LESSEE and LESSEE's agents shall not shoot or trap a wolf, on the leased land, that does not pose an immediate threat to LESSEE's livestock. Notwithstanding this section of the lease agreement a person may not take a wolf in violation of federal law.

16. EQUIPMENT: The LESSEE may use light-duty equipment on the leased land only for purposes necessary for the LESSEE's livestock management, and as approved by the LESSOR. The LESSEE shall not use heavy-duty equipment on the leased land without first obtaining written permission from the LESSOR. LESSEE shall conduct work on the leased land in a manner that will minimize rutting and other damage. LESSEE shall immediately repair, at LESSEE's expense, any damage to access roads, trails, fences or fields caused by LESSEE.

17. MAINTENANCE: The LESSEE shall maintain the leased land in good repair, keeping them safe and clean. The LESSEE shall remove all refuses, debris, and LESSEE's personal property that may accumulate on the leased land. The LESSEE shall restore the leased land to its original condition after any livestock loading or unloading, equipment operation, or any other similar use that causes damage to the leased land. LESSEE shall comply with all laws affecting the leased land, including local ordinances and state regulations.

18. ENCUMBRANCES: This lease is subject to all prior easements, rights-of-way, licenses, leases and other encumbrances upon the leased land.

19. TERMINATION: This lease may be terminated by the State by giving ten days written notice to the LESSEE. The required notice may be served by depositing in the mail a copy thereof addressed to the other party, or by handing a copy to the other party. This lease may also be terminated at any time by mutual agreement or for just cause. Termination of the lease shall not release LESSEE from any obligations owed under this lease at the time of termination.

20. AGENT: The State's authorized agent for purposes of this lease is the LESSOR's Area Wildlife Manager, located at:
Address: _____ Telephone Number: _____

All notices, requests, and questions pertaining to this lease should be directed to the LESSOR's Area Wildlife Manager.

21. ENTIRE AGREEMENT: This lease, and any exhibits incorporated hereto, set forth the entire lease between the LESSOR and the LESSEE regarding the matters covered by this lease. No modification or waiver of any provision of this lease shall be effective unless set forth in writing and signed by the LESSEE and the LESSOR.

22. WAIVER: No waiver by LESSOR or LESSEE of any breach of any payment, covenant, or condition contained in this lease shall operate as a waiver of the payment, covenant, or condition itself, or of any subsequent breach of the payment, covenant, or condition. No payment by LESSEE or receipt by LESSOR of a lesser amount than the annual rent shall be deemed to be other than on account of the rent that is due nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent be deemed an accord and satisfaction, nor shall acceptance of rent with knowledge of breach constitute a waiver of the breach, and LESSOR may accept such check or payment without prejudice to LESSOR's right to recover the balance of the rent due, to terminate this lease, to repossess the leased land, or to pursue any other remedy provided in this lease. No re-entry by LESSOR shall be considered an acceptance of a surrender of the lease.

23. INSURANCE: LESSEE shall procure liability insurance, naming the state as additional insured in the amount of at least **\$500,000 per individual** and **\$1,500,000 per occurrence** from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, the LESSEE shall provide the LESSOR with a certificate of insurance indicating the required coverage and the LESSEE shall periodically provide the LESSOR with evidence of insurance as the LESSOR may request. The policy shall provide that the LESSOR be notified ten days prior to the cancellation or termination of the policy. The LESSEE shall be required to maintain such insurance to the full extent of the amounts specified in Minnesota Statutes, section 3.736 which amounts shall be incorporated herein by reference. If those amounts are changed following execution of this lease, the LESSEE shall provide whatever amount of insurance is required by that change within 30 days after the LESSOR notifies the LESSEE of the change.

24. ADDITIONAL TERMS:

A.) See the attached **Exhibit B** (Additional Terms), which is made a part of this lease.

B.) See the attached **Exhibit E** (Grazing Plan).

The parties agree to comply with all of the terms and conditions of this lease.

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

LESSEE (Individual's Name or Name of Entity)	Date
LESSEE (Individual's Name)	Date
Authorized Signatures & Title (If an Entity)	Date
Authorized Signatures & Title (If an Entity)	Date

AREA WILDLIFE MANAGER (Recommend approval)	Date
REGIONAL WILDLIFE MANAGER (Execution authority per delegation order or recommend approval if non-conforming to delegation order)	Date
WILDLIFE SECTION CHIEF (Execution authority per delegation order)	Date

Form approved by Division of Lands and Minerals: 10/15/13
Edited 9/24/14; 1/22/15; 1/4/15