2001-2002

200100351003 Filed for Record in HUERFAND COUNTY, COLO JUDY BENINE 10-10-2001 At 03:11 pm LEASE AGNE 20.00 DUC FEE .00

## GRAZING LEASE AGREEMENT Raspberry Mountain Ranch Property Owners Association

This Agreement between Raspberry Mountain Ranch Property Owners
Association (LESSOR) and Otto and/or Jackie Goemmer (LEESEE) is for the purpose of
grazing rights on the property described below. The LESSOR does hereby lease to the
LESSEE:

Raspberry Mountain Ranch as shown by attached legal description Exhibit A.

The term of this lease shall be for one year beginning <u>May 4, 2001</u> and expiring <u>May 4, 2002</u>.

For and in consideration of the following:

Grazing availability and livestock numbers will be monitored and determined by LESSOR on a month to month basis during the term of this lease. Livestock will be removed periodically when grazing conditions warrant at the sole discretion of LESSOR.

LESSEE agrees to pay the LESSOR the sum of \$10.00 per cow/calf pair per month and \$7.00 per single cow or yearling per month for the above noted grazing term and other considerations and services which will be agreed upon by both parties. The lease payment will be payable on a monthly basis, Due by the 10<sup>th</sup> day of each month.

LESSEE agrees to repair fencing as needed, maintain all range improvements and livestock facilities in a reasonable condition and to graze the land in a prudent manner in accordance with the above terms and conditions.

LESSEE agrees to notify LESSOR of Livestock movement to and from the ranch and to coordinate those movements with LESSOR'S schedule of Real Estate and/or other business.

LESSEE acknowledges that the western boundary of the property is not fenced and LESSEE is responsible for any encroachment or damage by livestock owned by LESSEE that may occur on or to adjoining property owned by others.

LESSEE acknowledges that other grazing leases may be in force on the property and agrees to cooperate with LESSOR regarding livestock placement as portions of the property may be designated for use by other LESSEES.

LESSOR is not responsible for death loss.

This lease may be renewed upon mutual agreement of both parties, and may be terminated by either party with 15 days written notice to the other party at the addresses designated on PAGE 2 of this lease agreement.

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Or

IN WITNESS THEREOF, the parties hereto have set their hands the day and year so stated.

LESSEE:

Otto prid/or Jackie Goemmer

Address: P.O. Box 165 La Veta, CO 81055

Phone: 719-846-6004

Date: May 07, 2001

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Raspberry Mountain Ranch Property Owners Association

Address: 419 West Main Street Trinidad, CO 81082

Phone: 719) 846-9867

Date: May 4, 2001