Agreement to Participate in Grazing Lease

Between:

LOT:

Alpine Lakes Ranch
Property Owners Association (ALRPOA) OWNER/S
373 Chuckwagon Court
Pagosa Springs, CO 81147

OWNER(S) hereby agree to participate in the Grazing Lease between ALRPOA and their selected RANCHERS. Said Lease became effective January 1, 2023 and terminates on December 31, 2026; however, OWNERS may cancel their participation at the end of any calendar year by giving notice in writing or electronically to ALRPOA. OWNERS may request a copy of the Lease between ALRPOA and RANCHERS, and it will be provided to them.

OWNERS agree to allow the RANCHERS designated by ALRPOA to graze cattle on their property at any time throughout the grazing season (spring through fall) and to allow RANCHERS, their employees and ALRPOA Grazing Committee members to enter their property at any time during the grazing season to manage or move cattle as well as to repair or rebuild fencing.

Under Rule 5 (Grazing Program) of the ALRPOA Rules & Regulations, property owners who sign an Agreement to participate in the Grazing Lease and do not allow cattle on their property to graze or allow RANCHERS on their property as stated above may be removed from the grazing program. In that case, the name(s) of said OWNERS will be provided to the Archuleta County Assessor, which would likely result in loss of agricultural classification.

ALRPOA and/or RANCHERS will maintain present perimeter fencing as necessary and allowable. (Please note: ALRPOA may not maintain fencing that divides private property from National Forest property. Properties with gates opening directly to CR359 and or State highway 84 must remain CLOSED when cattle are present. Failure to comply may result in fines or penalties.

Should OWNERS sell the above property during the term of this Agreement, OWNERS must disclose this Agreement to the purchaser of the property and provide ALRPOA the name and address of the new owner.

OWNERS retain for themselves and/or subsequent owners, the right to inhabit the land, use it for personal recreation, undertake improvements, etc., subject to all CC&R's, Policies & Procedures, Rules, etc., promulgated by or for ALRPOA, provided such use does not interfere with grazing related activities during the term of this lease.

ALRPOA may use net proceeds of the Lease to build, improve, or maintain fencing, ponds, etc., as needed to maintain the Grazing Program. In the event of excess funds, ALRPOA may make proportionate distribution to all participants in the program as determined by the Board of Directors of ALRPOA.

AGREED TO BY AND BETWEEN:

Alpine Lakes Ranch Property Owners Association Owners:

By _____ _____
Laurie White, Grazing Director Signed Date

_____
Signed Date