

Grazing Contract Roe Pasture

Lessor: Roberta Roe Trust

Lessee: John Doe

This contract is an agreement to the conditions of lease for 320 pasture acres at [location], owned by the Roberta Roe Trust and leased to John Doe for the purpose of livestock grazing. **Date of first payment – November 20 for three years 2013- 2015**, and with an option for extension if agreed upon by both Lessor and Lessee. Lessor must insure that the water well is in proper functioning condition prior to arrival of Lessee's cattle.

Lessee's Responsibilities:

- Annual rental payments: \$45/acre for 320 acres year 1 (\$14,400), and \$50/acre for 320 acres in years 2 and 3 (\$16,000 each of two years). Payment will be as 50% June 1st and balance due December 1st, 2013; OR as equal monthly payments due the 1st day of June- December, 2013. Payment schedule in years 2 and 3 to be same as in year 1, or adjusted as per mutual agreement between Lessor and Lessee. Payments after the dates specified will accrue interest at 12% annual or 1% per month
- Maintain perimeter and interior fences in good and proper condition so as to contain Lessee's cattle. Perimeter fence must be in the condition to contain Lessee's cattle before arrival to the pasture. If any section of perimeter fence may require more than routine maintenance— such as requires materials and labor for rebuilding — it is the Lessee's responsibility to see that said sections are repaired or re-built before arrival of Lessee's cattle to the pasture; Lessor will be responsible to reimburse Lessee for materials cost plus 50% labor cost at \$12/hr.
- Peak annual stocking rate not to exceed 200 AU (1000lb), with stocking rate reduction autumn of each year
- Employ managed grazing principles and practices to maintain adequate pasture plant cover, to minimize cattle tracking/trail development, and to exclude grazing from the glade mallow protected area 100 % of the time to maintain compliance with the NRCS Grassland Reserve requirements on this pasture; in the case that livestock break into the glade mallow area, evidence of significant grazing (livestock not removed immediately) is grounds for contract termination
- Utilities payments to Alliant Energy shall be kept current and paid on a monthly basis
- Provide proof of liability insurance to Lessor prior to taking cattle to the pasture
- Mow approx 270 acres of the pasture each year by July 15
- Representative soil samples will be taken autumn of year 1. Maintain soil P and K fertility so that at the end of the three-year contract soil P and K are at similar levels as at time of contract signing
- Maintain water system, water tanks, float valves, perimeter and interior fences, corral/head-gate in good and proper condition Provide any additional portable corral facilities and head-gate for loading/unloading and working his cattle, and his own electric fence energizer to properly electrify interior fence
- Over-seed an improved variety of red clover at approx 3.5 lb/acre on approx 80 acres per year

Lessor shall not be liable for or held responsible for any loss or damage caused by cattle under lessee's cares. Lessor can make this contract null and void if Lessee does not maintain the terms of the contract

If potential future farm programs become available for managed pastureland, Lessor reserves the right to apply for and collect such payments, provided there is no impact on Lessee's ability/opportunity to graze the pasture according to the terms and conditions set forth in this grazing contract. If potential payments become available, that would impact the terms and conditions set forth in this grazing contract, no action would/could be taken unless mutually agreed upon by Lessor and Lessee.

If a situation arises that Lessor and Lessee are unable to resolve on their own, a mutually agreed upon third party will be secured for purposes of mediation.

Signed

Lessor: Roberta Roe Trust _____ Date: _____

Lessee: John Doe _____ Date: _____