

Designated Area: Chief Plenty Coup State Park

Agricultural Lease No. 1



THIS LEASE entered into this ____ day of _____, 2021, between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is P.O. Box 200701, 1420 East 6th Avenue, Helena, Montana 59620-0701, hereafter referred to as the "Department" and Rob Kern, whose address is PO Box 192, Pryor, MT 59066, hereafter referred to as the "Lessee".

STATEMENT OF BENEFIT TO VEGETATION & WILDLIFE: This Agricultural Lease has and will continue to have the following benefits to the operation, maintenance and public enjoyment of Chief Plenty Coups State Park: Providing needed weed control services; maintaining site aesthetics (hay meadows and managed crop land, instead of weedy fields); enhancing community support of the park by providing for local agricultural production; and generating funds that can support park management activities.

The Department is the owner of or has under its control, certain real property located in Big Horn County, managed as Chief Plenty Coups State Park. Lessee wishes to lease a portion of that property for agricultural purposes, consisting of approximately 100 acres in Sections 5 and 6, T5S, R26E, as shown in Appendix "A" attached hereto and incorporated herein (the "premises").

The parties to this Lease mutually agree to the following terms and conditions:

1. **TERM.** The Department, in consideration of the payment of rentals specified in this Lease and the mutual agreements contained in this Lease, leases the property described above to the Lessee named above for agricultural purposes as herein established for the period beginning June 1, 2021, and ending May 31, 2031. Lessee has the right to renew this Lease for one additional 10-year term, upon the consent of Lessor and provided Lessee has not defaulted on any of the terms of this Lease during the Lease Term, by providing written notice to the Department's liaison as identified in this Lease no greater than 6 months and no fewer than 2 months prior to the expiration of the Lease Term.
2. **RENTAL.** The rental is \$756 each year (at \$14 per acre x 54 acres of cropland, depicted as Farm Contract Area in Appendix "A"), except as described in Paragraph 3c below, plus \$20 per ton of hay harvested from the Hay Field Area as depicted in Appendix "A", plus the then-current annual rate per AUM charged by DNRC for grazing livestock. Payment is to be in cash, except as specified otherwise in Paragraph 3c. Annual rent for the renewal term shall be the same unless required to increase under Montana law existing at the start of the renewal term.

ALL RENTALS, WHETHER CASH OR SERVICES, ARE DUE BY JANUARY 5TH EACH YEAR FOR AGRICULTURAL USE CONDUCTED DURING THAT CALENDAR YEAR. A NOTICE OF RENTAL DUE WILL BE SENT TO LESSEE IN THE EVENT LESSEE FAILS TO PAY ANNUAL RENTAL BY JANUARY 10TH.

The Department shall have a lien upon all improvements, whether movable or not, all crops growing and livestock grazed upon the land for any rentals due the Department.

3. AGRICULTURAL USES AND SPECIAL CONDITIONS.

- a. Lessee is permitted to cultivate, grow and harvest crops such as barley, wheat, oats and alfalfa on approximately 54 acres as depicted in Appendix "A" as the Farm Contract Area.
- b. Subject to approval by the Department, Lessee may graze his livestock on the Farm Contract Area as depicted in Appendix "A". Such approval, if granted, shall also specify the number and type of livestock that may be grazed and the timing and duration of grazing.
- c. Lessee will control weeds on the Farm Contract Area and, subject to approval by the Department, may use up to \$378 of the annual rental for this purpose as services provided in lieu of cash payment. Park land adjacent to or bordering farmland is addressed in the Park weed management plan.
- d. Lessee may cultivate and harvest hay on approximately 40 acres, depicted as the Hay Field Area in Appendix "A". All hay must be harvested and removed no later than the Sunday that is one week before the Labor Day holiday weekend.

4. **RENTAL ADJUSTMENTS.** The Department reserves the right to determine the types and amounts of agricultural production of the leased lands annually or from time to time as the Department in its discretion shall determine necessary and to increase or decrease such production. If the

Department determines that the production of the leased lands should be increased or decreased, the Lessee agrees to pay an increased or decreased rental based upon the Department's determination.

5. LESSEE AGREES TO:

- a. Use the lands in a manner consistent with good, usual, reasonable and accepted agricultural practices, which will not cause streambank damage or other soil erosion, according to the usual and customary course of good agricultural practices.
- b. Use the premises for agricultural purposes only. Any other use of the premises by Lessee without prior written approval of the Department shall subject this lease to immediate cancellation.
- c. Provide the Department with a written report on or before January 5th of each calendar year indicating the types of seed and processes used and yield or production rates for that year.
- d. Take all reasonable precautions to prevent fires and take such actions as are within the means of the Lessee to suppress fires.
- e. Use the land in such a manner as to control growth and spread of noxious weeds and to promote conservation of the leased lands.
- f. Not commit waste or damage to leased lands or allow any to be done.
- g. Comply with all applicable laws, rules and regulations in effect at the date of this lease, or which may, from time to time, be adopted.
- h. Indemnify and hold harmless the Department, its officers, agents and employees against any claim of damage to person or property arising out of use of the leased lands, except for any such damage caused by the willful misconduct of the Department, its officers, agents or employees.
- i. Immediately, upon termination or expiration of the term of this Lease, peaceably surrender and deliver up the leased lands to the Department.
- j. Not use the leased lands or this Agreement as collateral for credit financing, or in any way, which would encumber the title to the property herein described. Failure to comply with this provision shall automatically terminate this Lease and in no way shall it be construed as to cause the Department any financial obligation or responsibility.
- k. Not disturb or remove any archaeological, historical or other cultural features or any improvements, which may currently exist, or may be found to exist, on the premises.

6. PUBLIC ACCESS. All lands leased in this Agreement shall remain open to the public for hunting, fishing and other recreational activities, subject to applicable Federal and State laws and regulations.

7. HERBICIDES AND PESTICIDES. Lessee agrees that any use of herbicides or pesticides on the leased lands will be in compliance with all provisions of Federal and State laws regulating such substances. Any application of such substances must be approved in advance, by the Department's liaison as identified in this lease.

8. IMPROVEMENTS. No improvements may be placed upon the premises without prior written approval of the Department.

9. TERMINATION. The Department reserves the power and authority, at its discretion, to terminate this Lease prior to expiration upon 10 days written notice for violation for any of the terms of this Lease by Lessee, or for fraud or misrepresentation, or for concealment of facts relating to use of the premises or to this Agreement, for any unlawful or other misuse of the premises, and for any other cause which in the judgment of the Department makes the cancellation of the Lease necessary in order to do justice to all parties concerned, and to protect the interests of the Department. The Lessee shall, upon termination of this Lease, promptly and peaceably surrender possession and occupancy of the premises, leaving them in as good a condition as existed at the beginning of the term of this Lease. Upon such termination, all rights of the Lessee in and to the premises shall cease and the Lessee shall not be entitled to any refunds or prorations of rentals paid. Termination of the Lease does not terminate the Lessee's liability for any accrued rents.

10. PERFORMANCE REVIEW. The Department will contact the Lessee at a scheduled frequency to review work performance and adherence to lease terms. Inadequacies in the Lessee's performance under this Lease will be subject to lease termination, as described in Section 9. Performance reviews will be scheduled yearly.

11. SUBLEASING AND ASSIGNMENT. Lessee shall not sublease or assign all or any part of the premises or assign this Lease in whole or in part to any other person or entity. Unauthorized sublease or assignment may terminate this Lease.

12. NOTICES. All notices specified in this Agreement to be provided to Lessee shall be at the address above or via email and shall be deemed delivered when Lessee confirms receipt of the email or when placed in US mail. All notices specified in this Agreement to be provided to the Department shall be made to Park Manager, Chief Plenty Coups State Park, PO Box 100, Pryor, MT 59066, with copy to the Department at the

address above or via email and shall be deemed delivered when the Department confirms receipt of the email or when placed in US mail. The parties may provide change of address in writing.

- 13. **MODIFICATIONS.** This Agreement constitutes the sole and entire agreement between the parties. No statements, promises or inducements made by either party which are not contained in this Agreement are valid or binding unless evidenced in writing and signed by both parties.
- 14. **VENUES AND APPLICABLE LAW.** Venue for any court action arising under this lease shall be in the First Judicial District in and for the County of Lewis and Clark, Montana, and this Lease shall be interpreted according to the laws of the State of Montana.
- 15. **DEPARTMENT LIAISON.** The Department designates Park Manager, Chief Plenty Coups State Park, PO Box 100, Pryor, MT 59066, (406) 252-1289, as liaison under this Lease. Lessee will make all contacts with the Department through the liaison, except as specified in Paragraph 12, above.

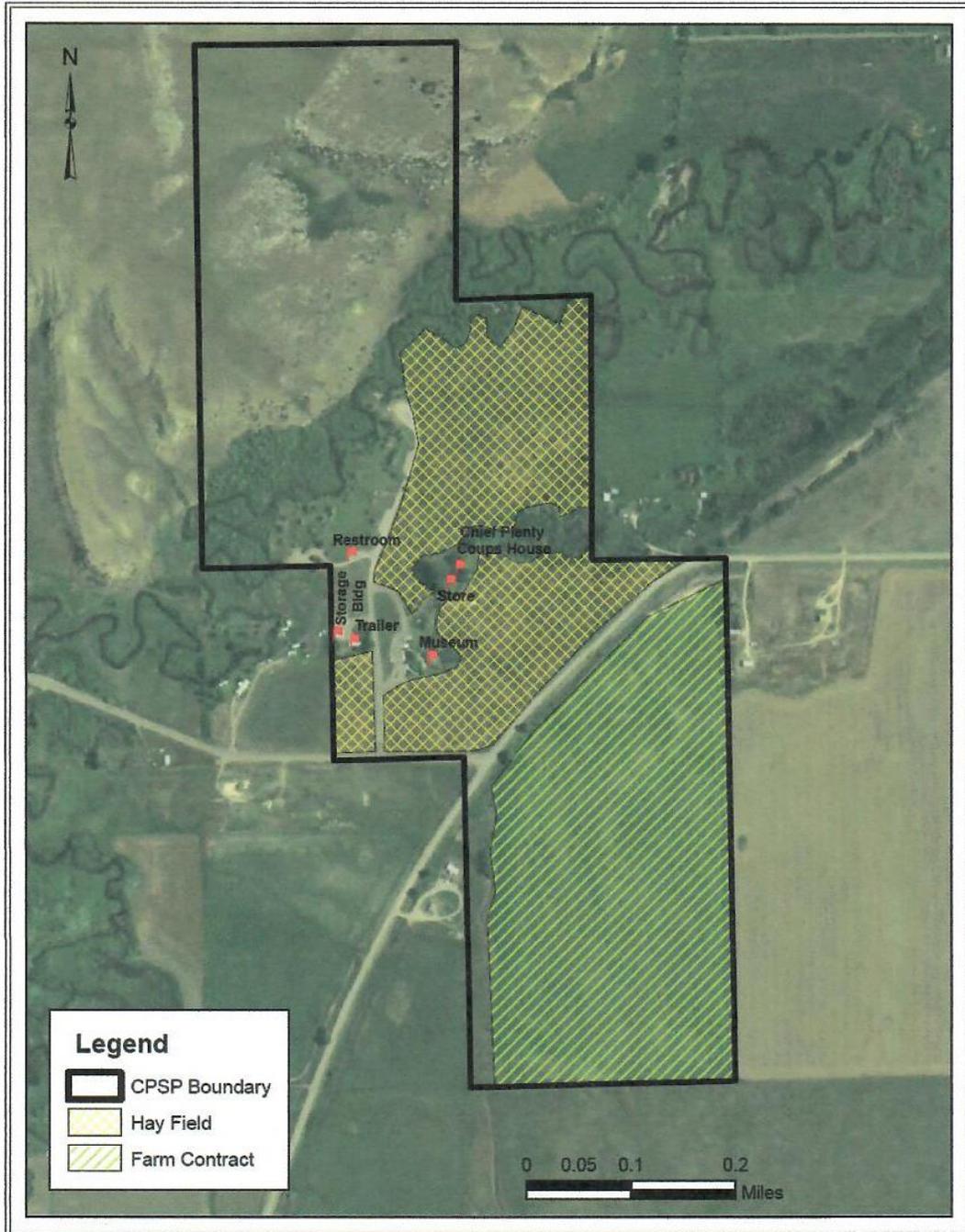
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LEASE ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

By: Henry P. Worsech, Director
Montana Department of Fish, Wildlife & Parks

Rob Kern
Lessee

APPENDIX A

Appendix A- Site Map



Chief Plenty Coups State Park
Pryor, Montana