

GRAZING LEASE 2025
SANTA FE TRAIL RANCH

This agreement is made and entered into as of March²³, 2025, by and between the Santa Fe Trail Ranch Property Owners Association, LESSOR, and Justin Malespini, LESSEE. The property is described as Santa Fe Trail Ranch located south of Trinidad, Colorado, in Las Animas County, consisting of approximately 16,500 acres, more or less.

Witnesseth:

That in consideration of the payment of the rent herein reserved and the keeping and performance of the covenants and agreements by the said Lessee, hereinafter set forth, the Lessor hereby leases unto the Lessee the exclusive rights for grazing purposes on those Santa Fe Trail Ranch properties and common area having open access.

To have and to hold the same, together with the improvements there on from the 19th day of April, 2025, to the 17th day of August, 2025, all animals to be gathered and removed by August 22, 2025, or a fine of up to \$100 per day may be levied against the Lessee at the sole discretion of the Lessor.

The said rent to be paid in advance as follows:

On or before April 17, 2025 - \$15 per Animal Unit (A.U.), per month

Grazing Committee representatives as approved by the POA Board, will be responsible for accurate inventory of the AU delivered to the SFTR property. They will also be responsible for the accurate inventory during the orderly removal of the cattle at the end of the lease.

To use said premises for cattle grazing and no other purpose whatsoever, and not to graze more than 60 animal units per month with animal units defined as follows:

- one bull equals one animal unit
- one cow with calf equals one animal unit
- one yearling equals 3/4 animal unit.

Animals are to be spread around the property as well as practical upon unloading.

To provide appropriate care and veterinary attention to the cattle throughout the grazing period.

Lessee may not assign this lease or any portion of interest therein without the written consent of the Lessor.

To keep said property and existing windmills and fences in good repair at no cost to the Lessor and make no modifications or alterations thereto without the written consent of the Lessor. This does not make the Lessee responsible for the repair of fence damage caused by others.

To commit or cause to be committed no waste in, to, or upon said premises or any part thereof.

To hold the Lessor harmless from any acts by Lessee or its representatives or employees.

To cut or damage or allow to be cut or damaged no timber or standing trees that may be upon said premises.

It is especially agreed by and between the parties hereto that this lease may be terminated by either party giving 30 days written notice of said termination.

If being terminated for cause or breach of contract, the offending party may remedy the offense within the 30 day period for reconsideration of termination. If any rent has been paid in advance of the date of termination it shall be refunded on a prorated basis.

It is expressly understood and agreed by and between the parties aforesaid that if the rent above reserved or any part thereof shall be unpaid on the day whereon the same is payable as aforesaid or if default shall be made in any of the covenants or agreement herein contained to be kept by Lessee, it shall be lawful for said Lessor at its sole discretion, to declare said term ended, and to require the Lessee to immediately surrender and vacate the premises in a peaceable manner. If Lessee shall remain in possession of the premises after the termination of this agreement, Lessee shall be deemed guilty of forcible detainer of said premises under the statute, thereby waiving all notice, and shall be subject to eviction and removal.

It is further expressly understood and agreed that all covenants and agreements in this lease contained shall extend to and be binding upon the heirs, executors, legal representatives and assigns of the respective parties hereto.

In witness whereof the parties hereto have executed these presents as indicated below.

Lessor:

Lessee:



Robert L. Scott, President SFTR POA
33712 Mountain View
Trinidad, CO 81082



Justin F. Malespini / LeAnn Malespini
11005 County Rd. 63.9
Trinidad, CO 81082