ALRPOA GRAZING PARTICIPATION & FENCE-OUT AGREEMENT (2027–2030)

PROPERTY INFORMATION

Lot #: _____ Address: _____

Owner(s) Name(s): _____

PARTICIPATION SELECTION (check one):

☐ Fully Fenced-Out (Non-Participating)

☐ Participating in Grazing Program (Check one; subject to verification)

- ☐ No Fencing
- ☐ Up to 5 Acres Fenced and Inaccessible during Grazing: # Acres _____

AGREEMENT TERMS

1. Term: This Agreement is effective January 1, 2027, through December 31, 2030. You are responsible for maintaining a copy of this signed lease for the duration of the term in the event governmental agencies request it. Owners are permitted to withdrawal at the end of any calendar year within this term by sending written notification to Grazing@alopoa.com

2. Grazing Program Participation & Agricultural Status: Participation in the Alpine Lakes Ranch grazing program, or lawful exclusion of cattle through compliant fencing (non-participation), is required to support the ranch's eligibility for agricultural classification.

3. Holding Periods: Pursuant to Colorado Revised Statute Sec 39-1-102(1.6)(a)(I), a parcel of land that was used the previous two years and presently used as a farm or ranch may seek agricultural classification. As such, if a previously participating owner, elects NOT to participate in this renewal or at any point in time during this lease period, and has not otherwise obtained agricultural classification, they would need to wait until the beginning of the third year from withdrawal to requalify for agricultural classification under our lease.

4. Access & Grazing Operations: For participating properties, ALRPOA and its designated RANCHERS may enter the property as reasonably necessary during grazing season to: Manage or move cattle and/or maintain or repair ALRPOA permitter fencing.

5. Fencing & Colorado Law: Colorado is a "fence-out" state. Owners who wish to exclude livestock are responsible for constructing and maintaining fencing that complies with applicable Colorado law. A lawful fence is defined under C.R.S. § 35-46-101 et seq. https://leg.colorado.gov/laws/colorado-revised-statutes

6. Use of Property: Owners retain the right to use and enjoy their property subject to all CC&Rs, Policies & Procedures, Rules etc. of ALRPOA, provided such use does not materially interfere with grazing operations during the term of this Agreement.

7. Transfer of Ownership: If the property is sold during the term of this Agreement, the Owner agrees to disclose this Agreement to the purchaser and provide ALRPOA with updated ownership information.

8. Program Support and Funding: Grazing program funds may be used by ALRPOA to maintain fencing, infrastructure, and overall program operations.

OWNER ACKNOWLEDGMENTS (All owners initial the first 5; relevant owners only initial 6th):
_____ I understand that I must be in compliance with all Rules and Regulations, Covenants and bylaws of ALRPOA to participate in this program.
_____ I understand that Colorado is a "fence-out" state and that landowners are responsible for fencing livestock out of their property if they wish to exclude them.
_____ I understand that fencing must comply with applicable Colorado law and be maintained in good condition throughout Grazing Season (May 1 – October 31 Annually).
_____ I understand that the condition, construction, and maintenance of any fencing on my property, except for ranch permitter fencing, is my responsibility, regardless of participation status.
_____ I understand that rights, responsibilities, and any potential recovery of damages related to livestock are governed by Colorado law.
_____ I understand that if my property boarders 359 and has a key lock, this lock will be removed and replace with a code lock provided by ALRPOA and the code will be provided to me. If I have a code lock, I am providing the code here: _____

AGREED TO BY AND BETWEEN:

Alpine Lakes Ranch Property Owners Association

Agreed by: *Fran Cubberley;* President ALRPOA

Administered by: *Kendall Smith*; Grazing Director on behalf of ALRPOA

Owner Signature & Date

_____

Owner Signature & Date

_____