



Grazing Land Lease Policy for Land Rental in Arapahoe County

(Revised: 1/29/2026)

PURPOSE

The purpose of this policy is to establish standard guidelines and terms under which grazing county owned land in Arapahoe County may be leased to maximize options for continued stewardship and land preservation while continuing to honor the county's agricultural heritage

The goals of this policy are to:

- Ensure sustainable use of the land and forage resources
- Manage grazing/browsing animals to improve ecosystem function and wildlife habitat while promoting native vegetation cover
- Protect Arapahoe County's interests and the lessee's rights
- Clarify responsibilities for land, livestock, improvements, water, fencing, etc.
- Provide consistency, fairness, clarity, and legal enforceability

DEFINITIONS

1.1. Animal Unit Month (AUM): The amount of forage required to sustain one cow with suckling calf (1000lbs) for one month

1.2. Carrying Capacity: The maximum number of animals (or animal units) the land can sustainably support over a given period without degrading the forage quality, soils, or ecosystem health

1.3. Forage Rest Period/Grazing Season: The agreed timeframe(s) when livestock are permitted on the land and when rest or recovery periods apply

1.4. Improvements: Fences, corrals, water infrastructure (wells, stock tanks, pipelines), range-improvement work (noxious weed control, reseeding).

1.5. Lease area: The specific parcel(s) of land described in the lease by legal description, map, acreage, and location

1.6. Lessee: The person or entity leasing the grazing land and responsible for livestock and lease obligations

- 1.7. Lessor: Arapahoe County i.e., the controlling party leasing out the land
- 1.8. Stocking Rate: The number of animal units permitted on the leased area for a defined period. Calculated from forage availability, land condition, and management plan.
- 1.9. Termination: An event defined in the lease that allows termination of the current contract
- 2.0. NRCS EQIP Program: Natural Resources Conservation Service Environmental Quality Incentives Program provides financial assistance to producers to address natural resources concerns
- 2.1. AOI: Annual Operating Instructions (AOIs) are yearly, site-specific guidelines from the land management agency, Arapahoe County Open Spaces , detailing how lease holders (grazing) must manage land for that year, adapting long-term leases to current annual site conditions to provide for resource protection (riparian health, forage use) or management needs, and are governed by the agricultural lease for the property.

1. Lease Term and Renewal

- 1.1. The initial lease term shall be for six (6) years with the option to extend for two additional two-year terms for a total of 10 years.
- 1.2. Initial six-year lease will remain in place and renewable for full term as long as lessee does not violate the terms of the lease and remains in good standing with the County.
- 1.3. Good Standing Requirement: Renewal is not automatic. To be eligible for renewal, the lessee must be in good standing, including (at minimum) timely payment, compliance with stocking requirements, and satisfactory resource conditions as determined by County inspections and documentation.
- 1.4. Lessor and lessee must sign the lease in writing.

2. Stocking Rate, Grazing Season and Rotation

- 2.1. Stocking rate will be determined annually by County staff after Natural Resources Conservation Service (NRCS) calculates the current AUM information for each parcel available for lease.
- 2.2. Grazing season will be determined by County staff based off land conditions and NRCS data. Rotation schedule, rest periods for pastures, and rights of the lessor to adjust stocking rate in the event of drought or poor forage availability may vary depending on property conditions.

- 2.3. County staff will inspect/monitor forage quality and land condition at least once per month. The County may adjust stocking rates, grazing dates, or suspend grazing when needed to protect resources or respond to drought, wildfire risk, infrastructure failure (e.g., water), or other conditions identified by County staff.
- 2.4. Lessee will be responsible for installing temporary fencing and moving cattle to new grazing areas based on forage quality and forage consumption of animals onsite.

3. Rent/Payment Terms

- 3.1. Rent Basis: Annual rent will be based on authorized AU's for the Lease Area and an AU rate established by the County (by schedule, market comparison, bid, or other County-approved method).
- 3.2. Unless otherwise stated in the Lease, rent for the first quarter is due within fifteen (15) days after full execution of the Lease. For subsequent years, rent is due on the first business day of the calendar year.
- 3.3. Late fees, interest, and returned payment fees (if any) will be addressed in the Lease.
- 3.4. Subleasing, assignment, or transfer of the Lease is prohibited unless explicitly authorized in writing by the County.

4. Improvements, Maintenance, and Repair

- 4.1. The lessee must maintain the Lease Area in as good or better condition as documented at lease commencement, ordinary wear excepted, and consistent with sustainable grazing practices.
- 4.2. Construction or installation of improvements requires prior written approval from the County and must meet any standards stated in the Lease.
- 4.3. Responsibilities for costs, maintenance, and end-of-lease ownership/removal of improvements will be addressed in the Lease.
- 4.4. Recommend Lessees apply for NRCS EQIP program for desired property improvements on leased land. EQIP program covers 70% of cost and Lessee can deduct 30% from the lease payment at end of year.

5. Water Rights and Facilities

- 5.1. Designated Sources: Authorized water sources and access points will be designated on a property-by-property basis in the Lease and/or grazing management plan.
- 5.2. If water is unavailable or becomes unavailable, the lessee is responsible for providing water for livestock unless otherwise stated in the Lease.
- 5.3. Any hauling, temporary tanks, hoses, or related equipment must be pre-approved by the County and managed to protect resources and public safety.

Compliance and Enforcement

The lessee must comply with all applicable federal, state, and local laws and all Lease requirements. Violations, corrective actions, cure periods, and termination rights will be defined in the Lease, including remedies for nonpayment, unauthorized use, overstocking, resource damage, and repeated noncompliance.

Insurance and Risk

Insurance requirements, indemnification, and liability provisions will be required and specified in the Lease consistent with County Risk Management standards.