

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

DRAFT GRAZING PERMIT

THIS PERMIT is between the WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW", and \_\_\_\_\_, hereinafter referred to as "THE PERMITTEE" whose mailing address is \_\_\_\_\_, Washington \_\_\_\_\_.

WDFW grants this permit to the undersigned Permittee, subject to the following mutually agreed terms and conditions:

1. TERM: The term of this permit shall be \_\_\_\_ grazing season commencing \_\_\_\_\_ and terminating \_\_\_\_\_.

2. LAND DESCRIPTION:

Township \_\_\_\_, Range \_\_\_\_ E.W.M. Section(s)

Said description is located in \_\_\_\_\_ County and contains \_\_\_\_\_ acres more or less. (See Exhibit B - map attached).

3. DEFINITIONS:

- a. Animal Unit (AU):
(1) Bull..... 1 AU
(2) Cow with calf under age 6 months..... 1 AU
(3) Animal age 6 months to yearling..... .6 AU
(4) Horse..... 1.25 AU

NOTE: A cow with a calf under age 6 months when entering the range will be counted as one Animal Unit (AU) during that grazing period, regardless of age of the calf when the cow and calf are removed.

b. Animal Unit Month (AUM): One AU, as defined above, grazing on the land for a period of thirty days.

4. AUM ALLOTMENT: The AUM allotment per year shall be no more than \_\_\_\_\_ AUMs. This allotment may be changed as proved in paragraph 7.

5. AUM FEE: The AUM fee under this permit shall be established annually based on the Fair Market Value derived from the Agricultural Statistics Board (USDA figures for the State of Washington).

6. GRAZING PLAN: A grazing management plan to which the permit is subject is attached as Exhibit A and incorporated by reference into this permit as if recited herein.

7. CHANGE IN SIZE OF AREA AND CHANGE IN NUMBER OF AUM'S IN ALLOTMENT: WDFW reserves the right to alter and change the provisions of the grazing use plan to include reduction in acres of pasture available and number of AUMs authorized when WDFW determines that such changes are required to benefit fish or wildlife management or public hunting and other recreational uses.

8. HB 1309 ECOSYSTEM STANDARD: This permit is subject to and complies with HB 1309 Ecosystem Standards as required on State owned agricultural and grazing land. A copy of said document is attached as Exhibit C and by reference hereto is made part of this permit.

9. CASH BONUS BID CREDIT: If Permittee in acquiring or renewing this permit paid a cash bonus bid and in the event WDFW, as provided in paragraph 7, reduces the total number of AUMs of grazing permitted during the term of this permit and such reduction exceeds five per cent (5%) of said total AUMs, a credit of an equal percentage of the cash bonus bid shall be applied toward the grazing fees due for the last year this permit is in effect. Such a credit will not apply as a result of Permittee's failure to utilize all or part of the total AUMs permitted. The same credit procedure shall apply in the event WDFW cancels the permit as provided in paragraph 10, except in case of cancellation for noncompliance or cancellation by Permittee, in which case the cash bonus bid shall become forfeited as liquidated damages, without further process.

10. CANCELLATION OF PERMIT: WDFW reserves the right to cancel this permit entirely in the event the area described in this permit is included in a use plan determined by WDFW to be a higher and better use. Such cancellation shall be in writing and shall state the reason for cancellation. Notice shall be given as far in advance of cancellation as possible, and not less than thirty (30) days. In the event of the Permittee's noncompliance with any term or condition of this permit, it may be canceled by WDFW by written notification, and all investment in improvement projects made by the Permittee, as provided in Paragraph 12 shall become shall become forfeit as liquidated damages without further process.

11. MONTHLY REPORT OF NUMBER OF AU'S ON PERMITTED AREA: Permittee shall report at the end

of thirty (30) days, or calendar month, to WDFW the number of Animal Units (AU's) grazed on the permitted area and the expected use for the next thirty (30) days. A report need not be submitted for those 30-day periods or calendar months cattle are not grazed on the area. Sufficient copies of a form to conveniently make this report will be supplied by WDFW.

**12. RANGE IMPROVEMENT PROJECTS BY PERMITTEE:** Range improvements, such as seeding, water developments, fertilization, etc., may be agreed upon and performed by the Permittee only with written approval of WDFW. Written approval shall be attached to this permit and become a part hereof, and shall contain a description and/or plan of the approved project, a schedule of performance, a statement of cost and plan of crediting Permittee for his share of costs during the term of this permit.

**13. MAJOR AND MINOR FENCE REPAIR:**

a. Major repair of a fence consists of complete replacement by WDFW when WDFW's examination of existing posts, wire and tension braces, and any other devices used in the fence, reveals that replacement is warranted. Said replacement will be accomplished within a reasonable period of time consistent with Permittee's use of the land and WDFW's operations. The Permittee is expected to inform and consult with WDFW regularly as to general fence condition and particularly when, in the Permittee's experience, replacement appears necessary.

b. Minor fence maintenance shall be the responsibility of the Permittee. As is usual and customary in the industry, the Permittee is expected to inspect and make minor repairs on a regular basis to assure the fences will contain and control his livestock.

**14. RESERVATION OF USE:** All lands covered by this permit shall at all times remain open to the public for lawful hunting and fishing and other recreational uses.

**15. NO ASSIGNMENT OF PERMIT:** This permit, or the rights and privileges granted herein, shall not be assigned, transferred or sublet, in whole or in part.

**16. LIABILITY:** The Permittee shall not hold WDFW, its employees, agents, successors or assigns, liable for any damages or injuries caused by the Permittee's exercise of the rights herein granted. The Permittee further agrees to indemnify and hold harmless WDFW and its agents and employees, successors and assigns from damages or claims of damages by whomsoever made and of any nature whatsoever arising out of or in any manner connected with the Permittee's exercise of, or failure to exercise, the rights herein described.

**17. VENUE:** In the event of a lawsuit involving this permit, jurisdiction and venue shall be proper only in the State of Washington, Thurston County Superior Court.

**18. SEVERABILITY:** If any covenant or provision of this permit shall be adjudged void, such adjudication shall not affect the validity, obligation or performance of any other covenant or provision, or part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this permit.

**19. ENTIRE AGREEMENT/INTERGRATION:** This document contains the entire agreement between the parties, and no statement, promise, representation, inducement or agreement made by WDFW or its agents or employees that is not contained in this written agreement shall be valid, binding or enforceable. By signature below, the parties warrant that they have read and understood the agreement and agrees to be bound by its terms.

\_\_\_\_\_  
Date (SIGNED BY PERMITTEE AFTER REVIEW AND APPROVAL  
SIGNATURE SHEET IS COMPLETE)  
, Permittee

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

\_\_\_\_\_  
Date Clay Sprague, Lands Division Manager