LEASE

This lease is made on the 1st day of December, 20 24 , between SHERIDAN COUNTY, MONTANA, 100 West Laurel Avenue, Plentywood, Montana, 59254, a political subdivision of the State of Montana, party of the First Part, and LESSEE AND ADDRESS, party of the Second Part;

WITNESSETH:

That the said party of the First Part, for and in consideration of the rents and covenants hereinafter mentioned and to be paid and performed by the said party of the Second Part, has demised, leased and let, and by these presents does demise, lease and let unto said Lessee the following described property situated in Sheridan County, Montana, to-wit:

TOWNSHIP 35 NORTH, RANGE 55 EAST MPM
Section 9: SW4SW4

Said parcel contains 40 acres more or less.

TO HAVE AND TO HOLD, the above rented pasture land to the said party of the Second Part, her heirs, executors, administrators and assigns for and during the full term of FIVE (5) YEARS from and after the 1st day of January, 2025. The said party of the Second Part, for her heirs, executors, administrators and assigns, agrees to pay as rent for the above mentioned pasture land, the sum of $$$$$ per acre per year which is $$$$$ per annum for and during the life of this lease. Rental payment for the first year of this lease shall be due and payable upon the signing of this lease agreement. Subsequent rental payments shall become due and payable annually on the anniversary date of this agreement.

AND IT IS FURTHER AGREED, by and between the parties as follows: That should the said party of the Second Part, her heirs, executors, administrators and assigns, fail to make the above mentioned payments as herein specified or fail to fulfill any of the covenants herein contained, then and in that case it shall be lawful for the said party of the First Part, its executors, administrators or assigns, to re-enter and take full and absolute possession of the above rented land, and hold and enjoy the same fully and absolutely, without such re-entering working a forfeiture of the rents to be paid and the covenants to be performed by the said party of the Second Part, her heirs, executors, administrators and assigns, for the full term of this lease.

IT IS FURTHER AGREED by and between the parties hereto, that the party of the Second Part is authorized to remove any fences which she may have placed on the premises during the term of this lease or her prior lease and it is further agreed that in the event of sale of this land by the party of the First Part that this lease will expire at the end of the year in which the sale is made.

IT IS FURTHER AGREED that the party of the Second Part shall be responsible for diligent noxious weed control.

IT IS FURTHER AGREED that this lease may be terminated at any time, providing it is deemed necessary to do so for County use, which use and need determination shall be made by the Board of County Commissioners.

IT IS FURTHER AGREED that the party of the First Part shall have the right to enter upon and to use the aforementioned property for any purpose related to planning or preparation for future use. Further, the party of the First Part shall have the right at all times to enter upon the property to remove gravel or other materials needed for any County use.

The said party of the Second Part also covenants and agrees to and with the said party of the First Part, not to sublet the above rented pasture land or any part thereof during the full term of this lease, without first obtaining the consent of the said party of the First Part, its successors and assigns thereto, and that the party of the Second Part will at the expiration of this lease quietly yield and surrender the aforesaid rented pasture land to the said party of the first Part, its successors or assigns, in as good condition and repair as when it took them, reasonable wear, tear and damages by them alone excepted.

IN WITNESS WHEREOF, both parties have hereunto set their hands the date first above written.

SHERIDAN COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jon Bolstad, Board Chairman

STATE OF MONTANA )

 :ss.

County of Sheridan )

 This instrument was acknowledged before me on \_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, by JON BOLSTAD, acting in his official capacity as the Chairman of the Board of County Commissioners of Sheridan County, Montana.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Notary)

NOTARY PUBLIC FOR THE STATE OF MONTANA

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

, Lessee

STATE OF MONTANA )

 :ss.

County of Sheridan )

 This instrument was acknowledged before me on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2025, by LESSEE.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Signature of Notary)

NOTARY PUBLIC FOR THE STATE OF MONTANA