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**IDAPA 20
TITLE 03
Chapter 14**

20.03.14 - GRAZING LEASES AND CROPLAND LEASES

000. -- 002. (RESERVED).

003. ADMINISTRATIVE APPEALS.

01. Board Appeal. All decisions of the director are appealable to the Board. An aggrieved party desiring to make such an appeal shall within twenty (20) days after receiving notice of the final decision, which is being appealed or in case of a conflict auction after the auction is held, file with the director a written notice of appeal setting forth the basis for the appeal. (6-14-88)

02. Board Decision. The Board shall hear the appeal at the earliest practical time or in its discretion appoint a hearing officer to hear the appeal. The hearing officer will make finding and conclusions which the Board shall accept, reject or modify. The decision of the Board after hearing or upon a ruling concerning the hearing officer's findings and conclusions shall be final. (6-14-88)

03. Judicial Review. Judicial review of the final decision of the Board shall be in accord with the Administrative Procedure Act, Title 67, Chapter 52, Idaho Code. (6-14-88)

004. -- 009. (RESERVED).

010. DEFINITIONS.

01. Amortization. The purchase of authorized lease improvements by the department through allowance of credit to the lessees annual lease payments. (6-14-88)

02. Animal Unit Month (hereinafter AUM). Forage necessary to feed a cow or cow with calf under six (6) months of age for one (1) month. Five (5) head of sheep, or five (5) ewes with lambs are appraised as one (1) AUM and one (1) horse is appraised as one and one-half (1 1/2) AUM. (6-14-88)

03. Appraisal. A determination of value in dollars using established procedures. (6-14-88)

04. Assignment. The transfer of all lessee's rights to another person wherein the second person assumes the lease contract with the lessor. (6-14-88)

05. Board. The Idaho State Board of Land Commissioners or such representatives as may be designated by the board. (6-14-88)

06. Conflict Applicant. An application for a lease filed with the department prior to September 30 of the year of lease expiration by other than the present lessee. The application must be postmarked or received by the department by the deadline date. The application must be accompanied by the application fee and one year advance rental. (6-14-88)

07. Department. The Idaho Department of Lands. (6-14-88)

08. Director. The Director of the Department of Lands or such representative as may be designated by the director. (6-14-88)

09. Extension. A delay in the due date of the rental owed on the lease without risk of penalties or loss of the lease. (6-14-88)

10. Grazing Management Contract or Grazing Management Plan (hereinafter management plan). A written agreement between the lessee and the department of lands or between the lessee and another public agency and approved by the director, designed to protect, maintain, or improve the natural resources and the associated

- improvements on the leased land. (6-14-88)
11. Inventoried Carrying Capacity. The estimated available forage in AUMs determined by department personnel. (6-14-88)
12. Lease. A legal instrument recognized by Idaho law conveying the right to use property for a specific purpose under conditions specified in the instrument. (6-14-88)
13. Lessee. The person to whom a lease is issued. (6-14-88)
14. Lessor. The property owner conveying a specific use to another person for compensation represented here by the state of Idaho acting through the State Board of Land Commissioners. (6-14-88)
15. Manageable Unit. A logical parcel of state land separated by topographic features, fences, land ownerships, or sufficiently large to efficiently graze livestock or as may be designated by the director. (6-14-88)
16. Person. An individual, partnership, association or corporation qualified to do business in the state of Idaho and any federal, state, county or local unit of government. (6-14-88)
17. Standard Application. A lease application for a renewal lease and lease application for unleased lands. (6-14-88)
18. Sublease. The transfer of part of lessee rights to another lessee wherein the first lessee assumes the role of sub-lessor. (6-14-88)
19. Unleased Lands. Lands not currently under lease for grazing, farming purposes, or leased for other purposes that would preclude grazing or farming. (6-14-88)
20. Voluntary Non-Use (hereinafter non-use). A condition where the state grazing lessee elects to utilize less than eighty percent (80%) of the inventoried carrying capacity. (6-14-88)

011. PURPOSE.

These rules set forth the procedures for leasing of state owned grazing land and cropland. These rules shall be construed in a manner consistent with the duties and responsibilities of the Board of Land Commissioners set forth in Title 58, Chapter 3, Idaho Code; Article 9, Sections 3, 7, and 8, of the Idaho Constitution; and Section 5 of the Idaho Admission Bill. (6-14-88)

012. -- 019. (RESERVED).

020. APPLICATIONS AND PROCESSING.

01. Forms. All applications for a state cropland or grazing lease shall be signed and submitted on an appropriate department form for each separate lease. Standard lease applications include renewal applications for expiring leases and applications for unleased land. (6-14-88)
02. Non-refundable Fee. Each application for a lease shall be accompanied by a non-refundable application fee. (6-14-88)
03. Manageable Units. If the application does not cover a manageable unit the applicant shall be notified in writing that an amended application will be required on a manageable unit. If the applicant fails to provide an amended application covering the manageable unit as designated by the department within thirty (30) days after mailing such notice, the application shall be considered invalid. (6-14-88)
04. Renewals. Lease renewal applications will be mailed by the department to all holders of expiring leases on or before September 1st of the year the lease expires. Signed lease renewal applications and charge must be returned to the department by September 30 or postmarked no later than midnight of that date to protect against subsequent conflict applications. It shall be the lessee's responsibility to insure applications are delivered or

postmarked by the deadline. (6-14-88)

05. **Unleased Lands.** Unleased land includes lands from cancelled leases, cancelled land sale certificates, lands acquired through land exchange and all other state lands not currently under lease for grazing and farming purposes. Applications will be accepted for unleased lands when there is no disruption of other designated uses or the department's long term management objectives. The prior land sale certificate holder will be given first option to make lease application for those lands covered by the cancelled land sale certificate. If the previous certificate holder is indebted to the state, the debt will be satisfied before becoming eligible to lease the land. If the previous certificate holder refuses this option then the department may solicit other applications. The federal permittee will be given preference to make application for a lease on newly acquired lands from the federal government. (6-14-88)

06. **Conflict Applications.** Whenever more than one (1) application is submitted on unleased lands or lands covered by expiring leases those applications shall be considered conflict applications. Deadline for submitting conflict applications on lands covered by expiring leases shall be September 30. It is the applicants responsibility to insure the application is delivered to the department or if mailed postmarked no later than midnight of that date. (6-14-88)

07. **Rental Deposit.** At time of application all applicants other than the existing lessee shall deposit the estimated first years rental for the lease. To qualify to bid, the existing lessee shall also deposit one (1) year's rental prior to the auction. (6-14-88)

08. **Applicant Identity.** The identity of conflicting applicants shall remain confidential until the time of the conflict auction. (6-14-88)

09. **Processing Conflicts.** Processing of conflict applications shall be in accordance with Subsections 105.02 and 020.03. (6-14-88)

10. **Appearances.** Failure to appear at a scheduled lease auction or to notify the department prior to scheduling an auction will result in forfeiture of funds deposited. (6-14-88)

021. RIGHTS RESERVED TO LESSOR.
The lessor expressly reserves the following rights. (6-14-88)

01. **Reservations.** All mining rights, timber rights, water rights, easements and rights of way, and the fee title to the leased land. (6-14-88)

02. **Other Leases.** To maintain present and to issue future mineral, oil and gas, geothermal and other subsurface leases as provided by Title 47, Idaho Code. Annual rental may be adjusted to reflect any utility loss to the lessee from such activities. (6-14-88)

03. **Grazing Restrictions.** To restrict or prohibit grazing use on all or portions of the land leased for timber management purposes. The lessee will be given one hundred eighty (180) days written notice, prior to turn out of livestock on the lands leased, of any such restrictions or termination of grazing use together with a map of the restricted area. The lessor will work with lessee to find alternate sources of forage to minimize impacts on livestock operator. When reductions are necessary notice will be sent to the post address last provided by the lessee. Annual rental will be adjusted to reflect any utility loss to the lessee from such activities should alternate sources of forage not be found. (6-14-88)

04. **Seed Harvest.** To harvest seed from plants on land not under a cropland lease. Lessor will coordinate harvesting activities with lessee to minimize impacts on livestock operations. If loss of use occurs from harvesting activities the rental will be adjusted in the amount of lost use. (6-14-88)

05. **Entry.** To enter upon and inspect the lands leased at any reasonable time to insure protection of the lessor's interest. (6-14-88)

06. **Easements.** To grant easements and rights of way across or upon the lands leased. The lessor shall

coordinate with the lessee before processing any easement applications on the leased land. Annual rental will be adjusted to reflect any utility loss to the lessee from any such easements or rights of way. Acreage of the lands described within the lease may be adjusted to reflect any such easements or rights of way that permanently remove such lands from grazing use. (6-14-88)

07. **Public Access.** To allow the general public the right to use the lands described in the lease for outdoor recreation. However, nothing in these rules authorizes or purports to authorize trespass on private lands to reach state-owned lands. State lands shall not be restricted without prior written approval of the lessor. Grazing or cropland leases will not be considered exclusive use leases as described under 36-1603 Idaho Code. (6-14-88)

08. **Water Rights.** To establish any water right or rights developed on the lands described in the lease in the name of the lessor and no claim thereto shall be made by the lessee. The lessee shall not cause any water to be conveyed off state land without prior written approval of the director. Any rights from livestock watering on state land shall become appurtenant to the land. (6-14-88)

09. **Road Closures.** To close roads for road protection, wildlife protection or administrative purposes. Planned road closures will be reviewed with lessee prior to action. Lessee will have right of due process in case of decisions affecting his use. (6-14-88)

10. **Special Leases.** To grant special leases upon the lands described in the grazing lease. If the special lease conflicts with the grazing use or makes consumptive use of forages, the grazing rental will be adjusted to reflect such loss of use. (6-14-88)

11. **Permanent Improvements.** To claim all permanent improvements placed upon the land remaining after six (6) months in cases of abandonment by the lessee or to take possession immediately in cases of cancellation upon breach of any of the conditions of the lease. No improvements will be disposed of by the department until all appeals have become final. (6-14-88)

022. QUALIFIED APPLICANTS.

Any person may make application to lease state owned endowment land provided they have reached their 18th birthday or if not 18 are married, they are a citizen of the United States or have declared their intentions to become such, and they are not indebted to the state for delinquent rentals on state land or other state contracts. For an applicant other than the former lessee see Subsection 080.06. (6-14-88)

023. LEASE TERM.

01. **Ten (10) year Lease.** A grazing or cropland lease in accordance with 58-307 Idaho Code shall not exceed a ten (10) year period. (6-14-88)

02. **Shorter Lease Terms.** The department may issue a lease for less than a ten (10) year term for administrative and/or management purposes except for lands covered by a federal land exchange agreement. (6-14-88)

024. -- 029. (RESERVED).

030. RECLASSIFICATION OF LAND USE.

At the sole discretion of the lessor, leases issued subsequent to effective date of these rules may be reclassified in whole or in part for agricultural, commercial, homesite, or other desired purposes that would result in increased rentals to the lessor. For uses other than cropland or grazing the lands affected will be dropped from the lease. (6-14-88)

031. -- 039. (RESERVED).

040. RENTAL.

01. **Rental Rates.** The rental rates shall be set by the board. (6-14-88)

02. Grazing Fee. A minimum fee established by the board will be charged for a grazing or cropland lease. (6-14-88)
03. Special Uses. Fees for special uses shall be determined by the department. (6-14-88)
04. AUM's. The number of AUMs used in determining the rental is based on the average use during the lease term. (6-14-88)
05. Rental Due Date. Cropland lease rentals are due January 1 and grazing lease rentals are due as stated in the lease but not later than May 1. Leases with both types of uses will be assigned a single due date by the department. (6-14-88)

041. CHANGE OF RENTAL.

The lessor reserves the right to increase the annual rental. Notice of such increase will be provided according to 58-307 Idaho Code. Said notice will be mailed to the post office address last provided by the lessee. (6-14-88)

042. LATE PAYMENTS.

Rental not paid by the due date shall be considered late. Penalty interest from the due date shall be added to the rental amount. The penalty interest shall be one percent (1%) for each calendar month or fraction thereof. (6-14-88)

043. -- 049. (RESERVED).

050. LEASE CANCELLATION.

01. Cancellation. Leases may be cancelled by the director for non-payment of rental or non-compliance with the covenants, terms or conditions of the lease. (6-14-88)

02. Notification. If the rental is not paid by the due date the department shall notify the lessee of non-payment. Leases not paid within thirty (30) days of the due date shall be cancelled without further notice. (6-14-88)

03. Resource Damage. If resource damage is occurring to state land within a lease or the lessee is not complying with the lease provisions or management plan provisions, the lessee shall be provided written notification of the violation by regular mail and certified mail. The letter shall specify the violation, corrective action needed and the time action must be completed. If the deadline is not met the lease will be cancelled. If the lessee is violating the non-use rules the lease will be cancelled according to Subsection 085.06. Refusal to accept regular mail or certified mail shall not work to stop cancellation. (6-14-88)

04. Reclassification. A lease may be cancelled in whole or in part upon one hundred eighty (180) days written notice if the land is reclassified for agricultural, commercial, urban or other higher use. Notice will be provided as outlined in Subsection 050.03. (6-14-88)

05. Land Sales. The lessor reserves the right to sell lands under lease. The lessee will be notified that lands are being considered for sale prior to submitting the annual sales plan to the Board for approval. The lessee will also be notified of a scheduled sale at least thirty (30) days prior to sale date. (6-14-88)

051. LEASE REINSTATEMENT.

01. Thirty (30) day Reinstatement. A lease may be reinstated within thirty (30) days after cancellation for non-payment by paying the rental, plus interest, plus late payment charge, and a reinstatement fee. If not reinstated within the time specified the lease may be offered to another person. (6-14-88)

02. One (1) year Reinstatement. Leases cancelled for non-payment may be reinstated within one (1) year of cancellation if the lands are still unleased and the lessee pays reinstatement fees, plus back rental and interest. (6-14-88)

052. LEASE ADJUSTMENTS.

01. Authorized Changes. Authorized changes in lease conditions shall be executed on forms provided by the department which shall then become a part of the lease. (6-14-88)

02. Prior Approval. Prior approval from the department must be obtained to delete lands from a lease to insure that the lands retained and the deleted lands break on a logical grazing unit boundary. (6-14-88)

03. Abnormal Conditions. Adjustments may be made by the department to improve the range resource or reduce use because of abnormal conditions such as drought or fire rehabilitation. (6-14-88)

053. EXTENSIONS OF ANNUAL LEASE PAYMENT.

01. Cropland Extensions. Extensions may be granted for cropland leases only. Each lessee is limited to no more than two (2) successive or five (5) total extensions during any ten (10) year lease period. (6-14-88)

02. Forms and Fees. Lessees must request extensions on forms supplied by the lessor and pay a fifty (\$50) dollar extension fee. The lessee must also provide a statement from his banker verifying that money is not available for the current years farming operations. (6-14-88)

03. Liens. If extension is approved the department will file a lien in the county where crops are grown against the crops produced on the state land. (6-14-88)

04. Due Date. Rental plus interest at a rate established by the board will be due November 1 of the rental year. (6-14-88)

054. CROPLAND LEASE HARDSHIP CLAIMS.

01. Crop Loss. Adjustments in rental may be made because of unusual crop loss that occurs through no fault of the lessee. Unseasonable frost, hail or other uncontrollable losses must be thoroughly substantiated by the lessee. (6-14-88)

02. Conditions to Meet. To qualify for a hardship claim the following conditions must be met. (6-14-88)

a. Claims will be considered for the current growing season only. (6-14-88)

b. Any adjustments will be credited to next years rental. (6-14-88)

c. Claim will only be approved for losses beyond the control of the lessee. (6-14-88)

d. The lessee will only receive a reduction in rental for yield losses beyond the normal variation expected in the situated county for similar land. Normal variation will be calculated from the Idaho Statistical Reporting Service records. (6-14-88)

e. Average yields used to calculate the rental on the subject lands will be used to determine any lease rental adjustments for this purpose. (6-14-88)

f. Adjustments will not be made for losses if lessee is compensated through another government program or crop insurance. (6-14-88)

03. Procedure. The lessee must provide a request to the department according to the following procedure. (6-14-88)

a. The lessee must notify the department immediately after damage occurs. (6-14-88)

b. Damage areas are to be harvested separately from undamaged fields to accurately evaluate yields. (6-14-88)

c. Photographs, Agricultural Stabilization and Conservation Service payment receipts, elevator load slips, and any other supporting data available must be provided to document losses. (6-14-88)

d. An adjustment will be considered if the damaged land exceeds the normal county production variation. (6-14-88)

04. Lease Adjustment. A lease adjustment will be executed for any approved claims. (6-14-88)

055. -- 059. (RESERVED).

060. FEES.

Miscellaneous fees for lease administration will be set by the board from time to time and must be paid in full before a transaction can occur. All fees are non refundable. (6-14-88)

GRAZING LEASES AND CROPLAND LEASES
FEE STRUCTURE
Current Fees

Lease Applications	\$10.00
Total Lease Assignments	\$25.00
Partial Lease Assignment	\$35.00 (including issuance of new lease for portion assigned)
Mortgage Agreement	\$25.00
Subleases	\$50.00 per lease
Late payment	1% per month, but not less than \$25.00
Reinstatement	\$50.00 plus interest at 1% per month
Minimum rental	1988 - \$25.00
	1989 - \$31.25
	1990 - \$37.50
	1991 - \$43.75
	1992 - \$50.00
Extension request	\$50.00

(7-1-93)

061. -- 069. (RESERVED).

070. SUBLEASING.

01. Prior Approval. A lessee shall not authorize another to farm or run livestock on his lease without prior approval. When a lessee conveys the right of use and occupancy of his state leased land to another he must first obtain written consent from the director via a sublease agreement and pay an established fee. Before an agreement will be approved the lessee must provide the name and address of sublessee, purpose of sublease, and a copy of the sublease agreement. (6-14-88)

02. Taking In of Stock. Taking in of herd stock is not considered subleasing as long as the lessee

maintains control and management of the state lease. The lessee must manage operations of livestock as if animals were his own. (6-14-88)

071. ASSIGNMENTS.

01. Applications by Lessee. Assignment applications must be signed by the same person whose signatures appear on the lease or be conveyed by court decree. (6-14-88)
02. Lease in Good Standing. All leases to be assigned must be current and in good standing. (6-14-88)
03. Forms. Assignment requests must be on forms provided by the department. (6-14-88)
04. Notarization. All signatures must be NOTARIZED. (6-14-88)
05. Improvements. If the lease includes improvements and/or personal property, a statement shall be provided by the lessee and attached stating the value, location, and description of such property transferred with the lease. The ownership of all privately owned improvements must be transferred with the lease. (6-14-88)
06. Copies. Two (2) copies of the assignment must be provided to the department along with the following items. (6-14-88)
 - a. Original lease, or in the event of loss, an affidavit of loss. (6-14-88)
 - b. Proper documentation, if any, of court action. (6-14-88)
 - c. A formal release of any mortgage or other encumbrance affecting the lease. (6-14-88)
 - d. If assignment includes only part of the lease, an application to lease state land form must accompany the assignment request. (6-14-88)
07. Approval. An assignment is not valid until approved by the Director. (6-14-88)

072. MORTGAGE AGREEMENTS.

Mortgage agreements are for the convenience of the lessee. The department may accept a mortgage agreement upon request. A lease will not be assigned without the approval of the mortgage holder. A mortgage agreement must be signed by the lessee and the mortgage holder. A request for a mortgage agreement must be submitted on forms prepared by the department (or on forms approved in advance by the department) and be accompanied by the appropriate fee. The term of a mortgage agreement shall not exceed the lease term. The agreement may be renewed upon fulfilling the requirements specified above. (6-14-88)

073. -- 079. (RESERVED).

080. GRAZING MANAGEMENT PLANS.

01. Contents of Plan. All grazing management plans must include the following (6-14-88)
 - a. Lease number(s), name, and address of lessee. (6-14-88)
 - b. A map of the leasehold area. (6-14-88)
 - c. Goals and objectives. (6-14-88)
 - d. A description of land sub-units if the land has been so divided. (6-14-88)
 - e. Grazing periods including the number of AUMs per unit. (6-14-88)
 - f. Provisions concerning water. (6-14-88)

g. Requirements for improvements including construction schedule of new improvements and maintenance responsibilities for new and existing improvements. (6-14-88)

h. Date and signatures of participating parties. (6-14-88)

02. Optional Elements. Upon mutual agreement of the parties involved, a management plan may include the following: (6-14-88)

a. A statement concerning the history of the leasehold area. (6-14-88)

b. Information concerning geography, terrain, climatic conditions, vegetation, soil, and wildlife. (6-14-88)

c. Other special conditions. (6-14-88)

03. Time for Completion of Plan. A management plan, to meet the provisions of Section 58-310 Idaho Code, shall be approved by the director and shall be made a part of the lease at least two (2) years prior to lease expiration except that for purposes of determining a qualified conflict application, the department will recognize that part of a management plan in existence for at least two (2) years previously agreed to between the department and the lessee which is consistent with Subsection 080.01 and included as part of the lease. (6-14-88)

04. New Plans. New plans may be made part of an existing lease by lease adjustment and shall be made a part of a new or renewal lease by specific reference. (6-14-88)

05. Modification of Plan. The department may review and modify any grazing management plan upon changes in conditions, laws, or regulations, provided that the department shall give the lessee thirty (30) days notice of any such modifications prior to the effective date thereof. Modifications mutually agreeable to both the department and lessee may be made at any time. (6-14-88)

06. Conflict Applicant. An applicant, if not the current lessee, applying for lands with a department approved management plan meeting the requirements of Section 58-310 Idaho Code, must be provided a copy of the plan. Within thirty (30) days after receipt of the plan the applicant shall file with the department a signed notarized affidavit stating that he or she has reviewed the plan and will comply with the plan. Failure by the applicant to file the affidavit within the specified time shall disqualify the applicant. (6-14-88)

07. Cancellation of Lease for Non-compliance. If a lessee fails to comply with management plan provisions the lease will be cancelled according to Subsection 050.03. (6-14-88)

081. -- 084. (RESERVED).

085. VOLUNTARY NON-USE; REQUIREMENTS.

01. Written Request. To allow time for review, a request for non-use must be submitted in writing to the department by the lessee at least sixty (60) days prior to scheduled turnout but no later than April 1. (6-14-88)

02. Finding Livestock. A lessee must make a diligent effort to find livestock to graze the parcel. If the department determines that the lessee has not advertised sufficiently, the lessee may be required to pay cost of advertising up to one hundred fifty dollars (\$150) for the department to solicit other operators. The lessee shall not charge another user more than one and one half (1 1/2) times the department rental rate unless documented management costs can be provided to justify a higher fee. (6-14-88)

03. Approval. Prior approval from the department must be obtained to drop lands from a lease. This procedure will insure that the lands retained and the unleased lands break on a logical management unit boundary. (6-14-88)

04. Decision. The department will notify the lessee in writing of the decision to accept or reject the

request for non-use within sixty (60) days after receiving the request for non-use. (6-14-88)

05. Signatures. A lease adjustment shall be completed and signed by both the lessee and the department to implement terms of any non-use approved by the director. (6-14-88)

06. Compliance with Adjustment. A lessee who receives non-use shall not graze more AUMs than approved in the lease adjustment. If the lessee is able to utilize more AUMs during the non-use period, he shall notify the department of the expected increase prior to turnout of the additional livestock. If the lessee knowingly grazes more AUMs than specified in the agreement without notifying the department in advance, he will be assessed triple the rental rate for the unauthorized AUMs as trespass charges. If the lessee fails to pay the charges within thirty (30) days, the department may give final notice by certified mail to the lessee that the lease will be cancelled in thirty (30) days from the date the final notice is mailed. (6-14-88)

07. Limitation. The department shall not grant more than two (2) years consecutive non-use. (6-14-88)

08. Maintenance of Improvements. The lessee shall maintain improvements during the period of authorized non-use. (6-14-88)

09. Contents of Application. An application for non-use must include the following: (6-14-88)

a. Lease number(s), name, and address of lessee. (6-14-88)

b. Number of AUMs requested for non-use. (6-14-88)

c. Reason the lessee is not able to graze livestock i.e. reasons for unexpected economic hardship. (6-14-88)

d. Actions lessee has taken to obtain herd stock or sublease parcel. (6-14-88)

e. Estimated time before range will be restocked. (6-14-88)

f. Date and signature of lessee. (6-14-88)

086. -- 089. (RESERVED).

090. TRESPASS.

01. Loss or Waste. The lessee shall use the property under his lease in such manner as will best protect the state of Idaho against loss or waste. Unauthorized activities occurring on state land shall be considered trespass; these include dumping of garbage, constructing improvements without a permit, and other unauthorized actions that may or may not be detrimental to the land. (6-14-88)

02. Civil Action by Lessee. The lessee is encouraged to take civil action against owners of trespass livestock on state lands to recover damages for the lessee for lost forage or other values incurred by the lessee. (6-14-88)

03. Continuing Trespass. When continued trespass causes resource damage, the State, as landowners, will initiate proceedings to restrict further trespass and recover damages as necessary. (6-14-88)

04. Trespass Claims. Trespass claims initiated by the state will be assessed as triple the current State AUM rate for forage taken. (6-14-88)

091. -- 099. (RESERVED).

100. CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS.

01. Prior Written Approval. In the event the lessee desires to make range improvements, construct

buildings, or clear land, he must secure the written approval of the lessor prior to making such improvements. Any arrangement for cost sharing or improvement crediting will be expressly stated in the improvement permit. Routine farming practices will not require prior approval. Failure to secure such written approval shall constitute a forfeiture of the value of such improvements and may, at the discretion of the lessor, result in the cancellation of the lease. If the land use changes to reduce the utility value to a purchaser or another lessee, lessor may disallow improvement credit. (6-14-88)

02. Bond. If there is a risk of damage to state lands the lessor may require the lessee to furnish a bond prior to constructing improvements. (6-14-88)

03. Purchase. If the lessee is not the successful bidder at the expiration of a lease or upon sale of part of the lands under a lease, then the appraised value of authorized improvements, as determined by the lessor, shall be paid by the successful bidder to the lessee. Should a lessee owe delinquent rental, the amount owed will be deducted by the lessor from any improvement credit in accord with 58-313, Idaho Code. (6-14-88)

04. Maintenance. Any improvements on state land required for management purposes shall be maintained by the lessee in good usable condition. The lessee may be required to remove or reconstruct improvements in poor or non-serviceable condition. Existing maintenance agreements on lands acquired from the federal government shall remain in effect until changed by the parties involved. (6-14-88)

05. Maintenance Costs. Maintenance of improvements will be considered a normal cost of doing business. No improvement credit will be allowed for maintenance. The lessor will provide materials as needed for state owned improvements. If maintenance is not being accomplished lessor shall provide a certified letter to lessee informing him of the rule violation. If work not begun within thirty (30) days lessor may contract repairs and add amount to rental. (6-14-88)

101. APPRAISAL OF IMPROVEMENTS.

01. Appraisal. For the purpose of land sale, conflict lease auction, or land exchange, improvements approved according to the established criteria will be valued on the basis of current new replacement cost including labor, equipment and materials less actual depreciation. Such depreciation is to be based on actual loss of utility value and the cost of labor, equipment and materials necessary to replace the improvement with one in new condition having the same utility. Any amortization or value limitations established will be considered in determining a final value. (6-14-88)

02. Risks. The lessee assumes any risk of successfully completing the project when authorized to construct improvements. Improvements cannot be appraised higher than current market value regardless of lessee's cost. (6-14-88)

03. Cost Sharing. Any federal or state cost sharing shall not be included in the improvement value. (6-14-88)

04. Ownership of Fences. The ownership of fences will normally be determined on the basis of Idaho's fencing laws covered in Chapter 35, Section 1 Idaho Code. If the neighbor is required by statute to participate in fence construction the value will be decreased accordingly to recognize that participation. (6-14-88)

102. IMPROVEMENT CREDIT.

01. Criteria. The criteria for establishing improvement credit is: Would it be of value to anyone who might lease or purchase the land in the future and use it for the purpose for which the land is classified at the time improvements are placed on the land? (6-14-88)

02. Payments. If approved improvements have been made on land while under lease, the creditable value of such improvements shall be paid to the former lessee in case of sale or loss through conflict auction. (6-14-88)

03. Temporary Improvement. Any improvement which, due to its location, nature or design, has only

temporary value or is limited in value or use to only the present lessee, shall not qualify for improvement credit. (6-14-88)

04. Value Only to Lessee. Where improvements are approved, but due to their nature, are not acceptable to receive improvement credit because of no value to a future lessee, a notation shall be made in the permit, "For the lessee's benefit only". If the purchaser or succeeding lessee or assignee chooses not to purchase subject improvements, it shall be the lessee's responsibility to remove them from the land within six (6) months after notice has been given for removal or they become the property of the state. (6-14-88)

05. Unauthorized Improvements. All unauthorized improvements automatically become the property of the lessor. However, the director may allow sale or removal of those improvements not considered to be of value to the State. (6-14-88)

103. -- 104. (RESERVED).

105. CONFLICT AUCTIONS.

01. Two (2) or More Applicants. Where two (2) or more applicants, meeting the requirements of Sections 020 and 021, have applied for a lease, a conflict auction will be held at a place and time specified by the department. The applicants will be notified by certified letter mailed to the name and address on the application at least fourteen (14) days in advance of the time scheduled for the auction. Any person not present or represented to bid at the time and place specified shall lose all rights or interest in leasing the parcel. (6-14-88)

02. Time Limits. A time limit between bids will be established by the auctioneer. No further bids will be accepted after the time limit has expired. The auctioneers' decision will be final. (6-14-88)

03. Recess. A reasonable recess may be allowed for a bidder to discuss the auction with members of his own party. The auction may be cancelled if in the opinion of the auctioneer there is collusion, fraud, threats, or for any other reason considered in the States best interest. (6-14-88)

106. -- 109. (RESERVED).

110. USE OF LAND - GRAZING REGULATIONS.

01. Specified Use Only. The lands under lease shall not be used for any purpose other than those specified in the lease agreement without the written consent of the director. (6-14-88)

02. Grazing Period. The grazing period on leased lands and the number of stock to be grazed thereon may be determined and fixed by the director. (6-14-88)

03. Information. The lessee may be required to furnish to the lessor information needed for determination of proper management. (6-14-88)

04. Sheep Bedding. Where sheep are grazed on land included in a lease they shall not be bedded more than two nights on the same bedding ground. (6-14-88)

05. Management Plans. A lessee may be required by lessor to participate in a resource management plan which includes all or part of the leased lands described therein. (6-14-88)

06. Condition of Lease. Any written agreement concerning a management plan will become a condition of the lease. (6-14-88)

111. NOXIOUS WEED CONTROL.

01. Weed Control. The lessee shall take measures to control noxious weeds on the lease in accordance with Title 22, Chapter 24, Idaho Code except those resulting from activities beyond his control. (6-14-88)

02. Responsibility. The lessee will not be held responsible for the control of noxious weeds resulting from other land management activities such as temporary permits, easements, special leases and timber sales. Control of noxious weeds on state grazing lands shall be shared equally by the lessee and lessor with the lessor's share subject to funds appropriated for that purpose. (6-14-88)

112. LIVESTOCK QUARANTINE.

01. Cooperation. The lessee shall cooperate with the state/ federal agency responsible for the control of livestock diseases. (6-14-88)

02. Non-compliance. Non-compliance with state/federal regulations will be considered a lease violation and may result in cancellation of the lease. (6-14-88)

113. ANIMAL DAMAGE CONTROL.

The lessee may request the services of USDA Animal Damage Control to remove animals damaging the lessee's crops or killing the lessee's livestock. The lessor shall not be liable for any consequence from actions taken to control the target species. (6-14-88)

114. LIABILITY (INDEMNITY).

A lessee shall indemnify and hold harmless the lessors, its departments, agencies and employees for any and all claims, actions, damages, costs and expenses which may arise by reason of lessee's occupation of the leased premises, or the occupation of the leased premises by any of the lessee's agents or by any person occupying the same with the lessee's permission. (6-14-88)

115. RULES AND LAWS OF THE STATE.

The lessee shall comply with all applicable rules, regulations and laws of the state of Idaho insofar as they affect the use of the lands described in the lease. (6-14-88)

116. BINDING ON HEIRS.

All of the terms covenants and conditions in a state lease shall be binding upon the heirs, executors and assigns of the lessee. (6-14-88)

117. -- 999. (RESERVED).