

**Solicitation for Bid and Permit for Grazing on Utah Division of Wildlife Resources  
Wildlife Management Area**

**WMA being grazed: Black Hill WMA**

**Location:** This Property is located in Sanpete County approximately 1.5 miles northeast of Ephraim and east of highway 89. This property is located in **T16S, R3E**, Sections 34 - 35, and portions of sections 25, 26 and 34. Also **T17S, R3E**, Section 1. The WMA consists of about 2,153 acres. See map.

Bid is for **100 AUMs** to be utilized during the grazing period beginning on **May 15 and ending June 30, 2026**.

Contact Information

Mark Farmer  
Habitat Manager  
1115 N Main Street  
Springville, UT 84663  
Cell: 801-361-3744  
Email: markfarmer@utah.gov

**Bid Request Information (see all information below before bidding)**

**Length of Permit:** A grazing permit issued for this solicitation will be good for one year as specified previously with an option to renew if completed correctly as identified in rule R657-28-7 and the provisions herein. Renewal must be in writing, signed by both parties, and will also be governed by all provisions contained within. The Division may terminate the permit's second year option in whole or part, after 60 days written notice, for any reason.

AUM Bid per unit (\$3.50/AUM minimum): \$\_\_\_\_\_.

Number of Animals proposed to be grazed:\_\_\_\_\_.

Grazer/animal type: Cattle

Requested start date within the established grazing period:\_\_\_\_\_.

**Permittees who receive a satisfactory review for the previous year may have the option to renew the permit for the coming year provided the division determines continued livestock grazing is necessary to maintain or improve wildlife habitat.**

In addition to the bid price, preference may be given to landowners with adjacent property to the WMA. The Division will consider the relevant factors of grazing management, watering and salting plans and other range management details in determining which, if any, bid should be accepted. The Division may reject any or all bids. **Please attach a page to this bid detailing how the bidder plans to properly graze and manage livestock on the WMA.**

If this bid is accepted by the Division, then in consideration of the payment by the applicant of the bid price in full, the Division will execute and issue this permit to the applicant authorizing the applicant to graze livestock in the numbers, kinds and dates as specified above, and subject to the following stipulations:

**The permittee will be required to haul water** and provide troughs for livestock. Water sites need to be moved periodically to insure proper grazing distribution.

The permittee will be required to perform routine fence maintenance on the unit boundary fence and cross fences.

## **Grazing Permit - Terms and Conditions**

- A. This permit is non-assignable and non-transferable.
- B. Failure to comply with provisions of the grazing permit or abuse of Division properties will cause the permit to be canceled immediately after written notice to the holder and shall cause the Division to recover any damages caused by the conduct of the operator.
- C. Grazing payments are not refundable for operators that choose not to utilize their grazing permit. (Refunds will be made if the Division adjusts the stocking rate during the grazing period.)
- D. Early termination
  - a. The Division shall attempt to verbally notify the livestock operator and send written or email notification that utilization goals have been achieved and that domestic livestock grazing is suspended.
  - b. The livestock operator shall remove its domestic animals within seven days of the postmark date (or email date) on the written notification of suspension.
  - c. Animals remaining on Division lands after the seven day period will be considered in trespass.
  - d. Compensation due from the permittee shall be pro-rated in cases where the Division suspends the period of grazing or animal unit months set forth in the permit.
- E. The Division may at its discretion amend or alter the provisions of the Grazing Permit contract in the following ways:
  - a. Describing key forage species, timing, intensity, location, duration, and type of domestic livestock grazing if the Division determines that such alteration will better achieve its vegetation management goals;
  - b. Identify a different in-kind compensation on Division property that is reasonably comparable in value to the in-kind compensation of the original grazing permit.
  - c. The Division may negotiate the terms of the new in-kind compensation,

and total compensation due the Division without opening the permit to competitive bidding

- d. Withdraw the subject property from domestic livestock grazing for any reason whatsoever.
  - e. Should the terms of the original grazing permit be changed by the Division, the permittee shall have the option to renew the permit.
- F. Range Improvement Projects:
- a. No range improvement project, including, but not limited to, the building of fences or corrals; structures used to impound, divert, or convey water claimed solely under a Division water right; prescribed burning; seeding; chaining; harrowing; irrigation; etc., shall be conducted on Division lands without the express written consent of the Division.
  - b. Range improvements or infrastructure, including fences, corrals, water works, etc., constructed on Division property by permittee and which are affixed to the property shall be property of the Division.
  - c. Permittee shall not be compensated for such improvements unless previously agreed upon in writing between the Division and the permittee.
  - d. All permittees are prohibited from filing an application to appropriate water on Division lands unless the application is approved by the Division in writing and is filed in the name of the State of Utah, Utah Division of Wildlife Resources.
  - e. Salting/mineral block placement shall be at least 100 yards away from wetlands and sensitive areas.
  - f. No supplemental forage feeds such as hay or silage may be fed or distributed on permitted property.
  - g. Any other requests which may be considered advisable, is the sole discretion of the Division, from a range management standpoint.
  - h. The Division may require the permittee to provide for herding or hauling of water, if the Division believes it is necessary to effect proper livestock distribution
- G. Unauthorized livestock management activities on Division land shall be considered trespass. These activities include, but are not limited to:
- a. The use of forage at times and at places not authorized in a permit.
  - b. The placement of numbers of livestock on Division land which, if left on the Division land for the length of time allowed in the permit, would result in forage utilization in excess of that authorized by the permit.
  - c. Grazing, staging, or trailing livestock on or across Division land without a valid permit or publicly-recorded right-of-entry.
- H. The permittee shall not obstruct the right of the public to access to the permitted property for the purpose of hunting, trapping and fishing (23A-6-404 (1)(i)).

The bidder should be the primary contact. Primary and secondary contact information including both mail and phone must be provided to the WMA supervisor. Number of co-owners or operators being represented, if more than one, and please provide contact information for all livestock owners involved with the lease:

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Primary contact	Phone Number	Address
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Secondary Contact	Phone number	Address
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Other Contact	Phone Number	Address
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The Permittee is and shall be regarded as an independent contractor and assumes and agrees to protect, indemnify, and hold harmless the Division and its employees and agents from all liability and expense on account of claims, suits, and costs growing out of or connected with any operation or conflicts by or with the Permittee or employees of the Permittee or agents or co-workers or other owners or listed contacts pertaining to this agreement.

I, the undersigned applicant, submit this bid subject to all of the terms and conditions set forth herein, and I agree that if my bid is accepted I will pay the bid price in full prior to the Divisions execution of my bid and issuance to me of this permit.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2026

ACCEPTANCE:

\_\_\_\_\_  
APPLICANT

UTAH DIVISION OF WILDLIFE  
RESOURCES

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
Danny Summers

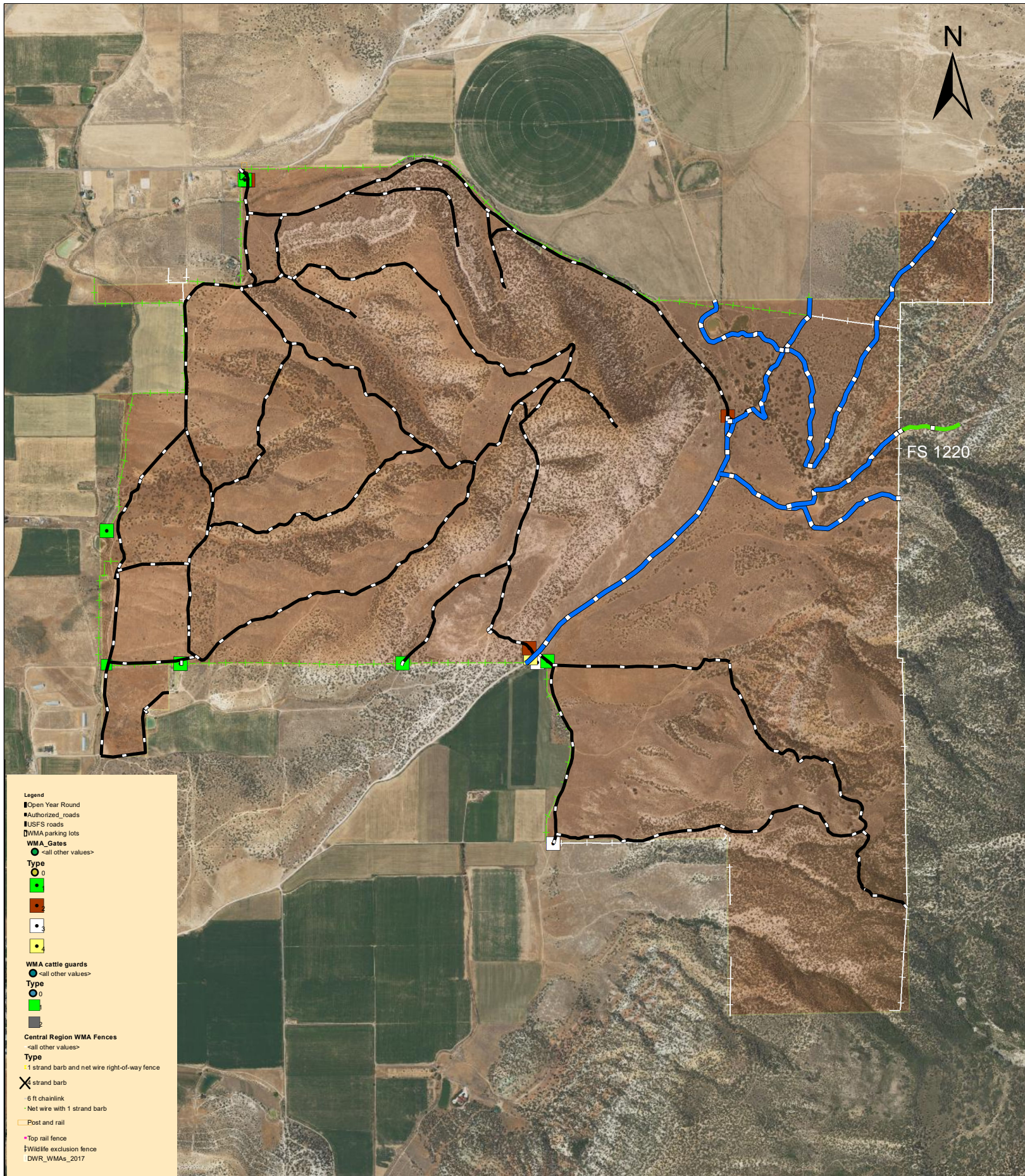
REGIONAL SUPERVISOR

\_\_\_\_\_  
CITY STATE ZIP

DATE: \_\_\_\_\_

Phone: \_\_\_\_\_

# Black Hill WMA



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