

**DWR is accepting proposals on the use of the land and associated water rights at the Elbow Ranch Wildlife Management Area (WMA) in Piute County.**

**DWR is seeking to grant a grazing permit/agricultural lease/crop share agreement on the land and water right at the Elbow Ranch WMA. This lease would allow for the use of 2 irrigated pivots in the current condition of irrigated pasture as well as associated uplands.**

**Proposal applications must be received no later than March 6, 2026 to be considered. Proposals may be either emailed, mailed, or delivered in person to:**

**Utah Division of Wildlife Resources  
Gary Bezzant  
1470 North Airport Road  
Cedar City, UT 84721**

**[garybezzant@utah.gov](mailto:garybezzant@utah.gov)**

**Proposal applications should be delivered in a sealed envelope that will not be opened until after the proposal deadline. Emailed applications should use the subject heading "Elbow Ranch Lease Application" so as to ensure they are also not opened until after the proposal deadline.**

## Elbow Ranch Agricultural Lease

DWR lands are purchased with sportsman's dollars and are managed for sportsmen with the primary use and purpose being quality habitat to support local wildlife populations. As part of the state's land use rules, grazing permits/land leases/crop share agreements may be used when they provide a net benefit for wildlife.

DWR is accepting proposals for the use of 2 irrigated pivots planted in a rangeland pasture mix as well as the associated uplands on portions of the property known as the Elbow Ranch in Piute County; all property rights other than those granted by the subsequent grazing permit/agricultural lease/crop share agreement would be specifically reserved by DWR. The selected proposal will be granted either a grazing permit, agricultural lease or crop share agreement with the option to renew annually for a period of up to 10 years. The successful bidder will need to know and do the following:

1. The water right 63-2500 (7 cfs or 1000 acre feet) is to be used for irrigation on DWR property only.
2. DWR will furnish a map showing the land on which the water can be used. (See attached map)
3. DWR will make available for use of the successful bidder the diversion and associated water conveyance system including the main line and 2 pivots. Routine repair and maintenance of the diversion, water conveyance systems, turbulent fountain and other sediment screens, and the pivot will be the responsibility of the successful bidder. Existing infrastructure may be used but is made available in an "as is" condition; bidder assumes all responsibility to become familiar with it and its operation and maintenance needs. Successful bidder may bring in additional infrastructure as needed to facilitate their watering practices. It is possible that there may be capacity for future build out and successful bidder and DWR could work together to establish a future plan to do so.
4. The bidder agrees to provide all labor, fertilizers, seed, equipment, tools and machinery to plant, grow and harvest any crops desired outside of what is already established in the irrigated pastures.
5. A proposed list of any seed that will be planted on the property will need to be submitted with the proposal. DWR will review the proposal and either approve or reject the proposed seed mix. Crops similar to wheat, oats, or triticale will only be used as rotational crops because they are of little value for wildlife during the winter. Any use of these crops would need to be approved by DWR before planting. Proposals to plant one or more protein-rich perennial forbs, such as alfalfa, will be given special consideration.

6. Recent analysis of the use of the fields by deer and elk have demonstrated use by these species in the spring until well into June and again in the fall beginning in mid-September. As such preference will be given for proposals that meet the following criteria:

-Grazing or harvesting should focus those uses between June 15 and September 15 with a cumulative use of grazing limited to 2 months annually initially, with consideration for additional time given if rest rotation and numbers of livestock demonstrate ability of the property to regenerate the necessary forage for wildlife in the fall. Historically, livestock numbers on the property have been between 100 and 200 head (cattle or equivalent) for a period of 2 months annually. As such we would like to limit the head to 150 and similarly may be willing to grant additional head up to 200 if such use demonstrates its ability to adequately regenerate the necessary for wildlife in the fall.

-The bidder agrees to sufficiently irrigate all fields annually for harvest/grazing and field maintenance. Irrigation will include at least one time after final annual harvest or grazing has ceased for each field. This final irrigation may continue as long as there is sufficient water to do so and weather permits. Successful bidder will coordinate with DWR annually to determine best time to ensure system is shut down and winterized for the season.

-The final cutting and/or grazing should be done on a date that would normally allow 8 inches minimum re-growth before fall frosts stop growth. Bidder understands that on dry years, water may not be available to irrigate all fields throughout the season, but an 8-inch regrowth of crop will nonetheless be required to be left standing in the fields for wildlife consumption in fall and winter months.

Proposals that do not meet the above recommendations may be considered, but only if no other proposals are received that meet the above recommendations.

7. Bidder agrees to provide irrigation system routine maintenance including winterization of system at the conclusion of the farming season.
8. The bidder agrees to accept all crop removal or use by wildlife on the leased property; bidder shall not attempt to prevent wildlife from foraging on the leased property or the crops grown there. This wildlife use provides the necessary net wildlife benefit that provides for the agricultural lease of this property. There will be no depredation payments issued on this property.
9. The bidder agrees to control noxious weeds in fields, irrigation ditches and along boundary fence lines.
10. Bidder agrees to lock all gates under vehicle management (WMA) rules during and after access for legitimate farming operations.

11. The successful bidder will be required to farm and/or graze the leased property and provide the promised monetary and nonmonetary wildlife/recreational benefits regardless of whether the farming and/or grazing of the property remains profitable or desirable for the successful bidder during the term of the lease. Should the successful bidder fail to maintain irrigation of, and production on, the leased property as described in the bidder's proposal, DWR will have the right to seek a replacement bidder/operator.
12. Bidder understands that they are responsible for protecting irrigated cropland from trespass livestock. This includes ensuring that any new or existing fences that protect the cropland are maintained and in good repair. Costs to maintain existing fences and construct any new fences will be the responsibility of the successful bidder.
13. Bidder understands that they will need to receive prior approval from DWR of appropriate sites for parking or storing farm equipment or stacking hay or other crops on the property. Additionally, bidder understands that protection of stacked hay or other crops is their responsibility, including the costs associated with that protection. DWR will not be liable for damage to equipment, hay, other crops, or any other incidentals or personal property the bidder elects to store or locate on the property.
14. DWR shall have the right to enter the leased property at any time and for any reason, including, but not limited to, consultation with the successful bidder, making repairs and improvements, conducting property inspections and wildlife monitoring, etc. DWR would make reasonable efforts common in the practice of agriculture to avoid trampling or otherwise damaging the successful bidder's crops.
15. Bidder agrees to allow non-motorized public access to leased DWR lands for the purpose of hunting, fishing, trapping, or wildlife observation on land not being actively farmed at the time, including during the non-growing season. Bidder also agrees to not impede travel on the seasonal and/or year-round designated roads on the property.
16. Bidder agrees that the leased term is no greater than two years, with a mutual option to renew annually thereafter up to a cumulative period of 10 years.
17. Bidder agrees that if they receive a satisfactory annual contract performance review for the previous year, bidder may have the option to renew the lease for the coming year up to a total of 10 years, provided DWR determines the lease continues to provide a net benefit for wildlife or facilitates wildlife management activities that provide a net benefit for wildlife. The property may thereafter, at DWR's sole discretion, be re-offered for competitive lease in which the bidder not in breach of any agreement with DWR may participate.

18. Renewals must be in writing, signed by both parties, and will also be governed by all provisions contained within.
19. DWR reserves the right to sell the property. If the property is sold to another party the lease with DWR will not be renewed, but DWR will negotiate with the successful bidder to recover their infrastructure development cost before the sale is finalized.
20. DWR agrees to pay all in lieu of tax assessments and other standard water or legal fees normally associated with lands held in DWR ownership.
21. DWR agrees to provide reasonable signing, information, and law enforcement to prevent public damage to agricultural fields.
22. The successful bidder may not pledge, mortgage, assign, share, or transfer any interest in, or benefit from, the lease to any party not identified in the bid without the express written consent of DWR.
23. In addition to monetary and nonmonetary wildlife/recreational benefits offered DWR by bidder, DWR will consider bidder's demonstrated experience in implementing sustainable and effective range and agricultural management practices. DWR will also consider bidder's previous history of working with DWR to conserve wildlife and wildlife habitat. DWR may at its sole discretion reject any or all bids.
24. DWR shall have full authority to offer counter-proposals and negotiate with any or all of the bidders to create a proposal which best satisfies the vegetation or wildlife management objectives of DWR. DWR also reserves the right to terminate the bidding process at any time. Any party in default on a previous obligation to DWR may be disqualified from bidding.
25. DWR may at its discretion accept service work on the property in lieu of payment for the lease. Value of service work to be used in lieu of lease payment shall be mutually agreed upon by successful bidder and DWR before service work is completed. Service work may include but is not necessarily limited to credit toward lease payment in the form of reduced deprecation payments on other properties owned or controlled by the successful bidder.
26. Bidder will need a written description of how their proposal will benefit wildlife. The bidder is encouraged to propose additional wildlife-benefitting actions/considerations, or wildlife public recreational benefits, not described or anticipated in this announcement but which the bidder feels he/she may be uniquely qualified or able to provide. Such consideration offered DWR could include, among other things, wildlife forage and habitat, and public hunting/fishing access on other property owned, leased, or controlled by the bidder. The winning bidder must be able to clearly show he/she can provide these wildlife or public recreational benefits, and must also propose a method by which the bidder and DWR can clearly measure and agree whether the

promised benefits have been provided. The winning bidder will be bound under contract to provide the benefits described in the bidder's proposal.

27. Criteria to be used for the selection of the successful proposal will include the following and are listed in order of their importance in the evaluation of proposals as outlined in the DWR's land use rule R657-28:

- 1 - Benefits to wildlife and wildlife habitat that could be expected from applicant's proposal.
- 2 - Applicant's ability to meet grazing permit or prescribed management objectives including those recommendations outlined in #6 above.
- 3 - Applicant's ability to meet grazing permit or prescribed management objectives
- 4 - Resources available to applicant that can be used to control livestock movement on the subject division lands.
- 5 - Applicant's demonstrated sound range and agricultural management practices on applicant's property or other property used by applicant. Applicant's knowledge of principles of range science, range management, or agriculture.
- 6 - Applicant's prior history of satisfactory or unsatisfactory use of division lands.
- 7 - Applicant's right to the use of adjoining or nearby properties with which management of division lands may be coordinated. Proximity of applicant's property to division lands
- 8 - Amount or value of the compensation offered to the division, including the satisfaction of a minimum quantity or quality of compensation, whether monetary, inkind, or both, if minimum standards are required by the division

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**Gary Bezzant**

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## **BIDDER WILL NEED TO SUBMIT THE FOLLOWING WITH BID**

1. A detailed description of the bidder's proposed actions, including a schedule of what bidder will accomplish during the term of the lease (please provide proposed dates and numbers for harvest and/or grazing).
2. A thorough description of any benefits to wildlife or the public the bidder proposes to provide through its agreement with DWR. A description should also be included of the method and measure to be used in determining whether the promised benefits were provided.
3. Crop share per acre monetary bid, (based on 220 acres irrigate pasture and their associated uplands) \$\_\_\_\_\_.
4. Requested start date:\_\_\_\_\_

I, the undersigned bidder, 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 bid price. Payment must be received before any work is begun on the property.

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

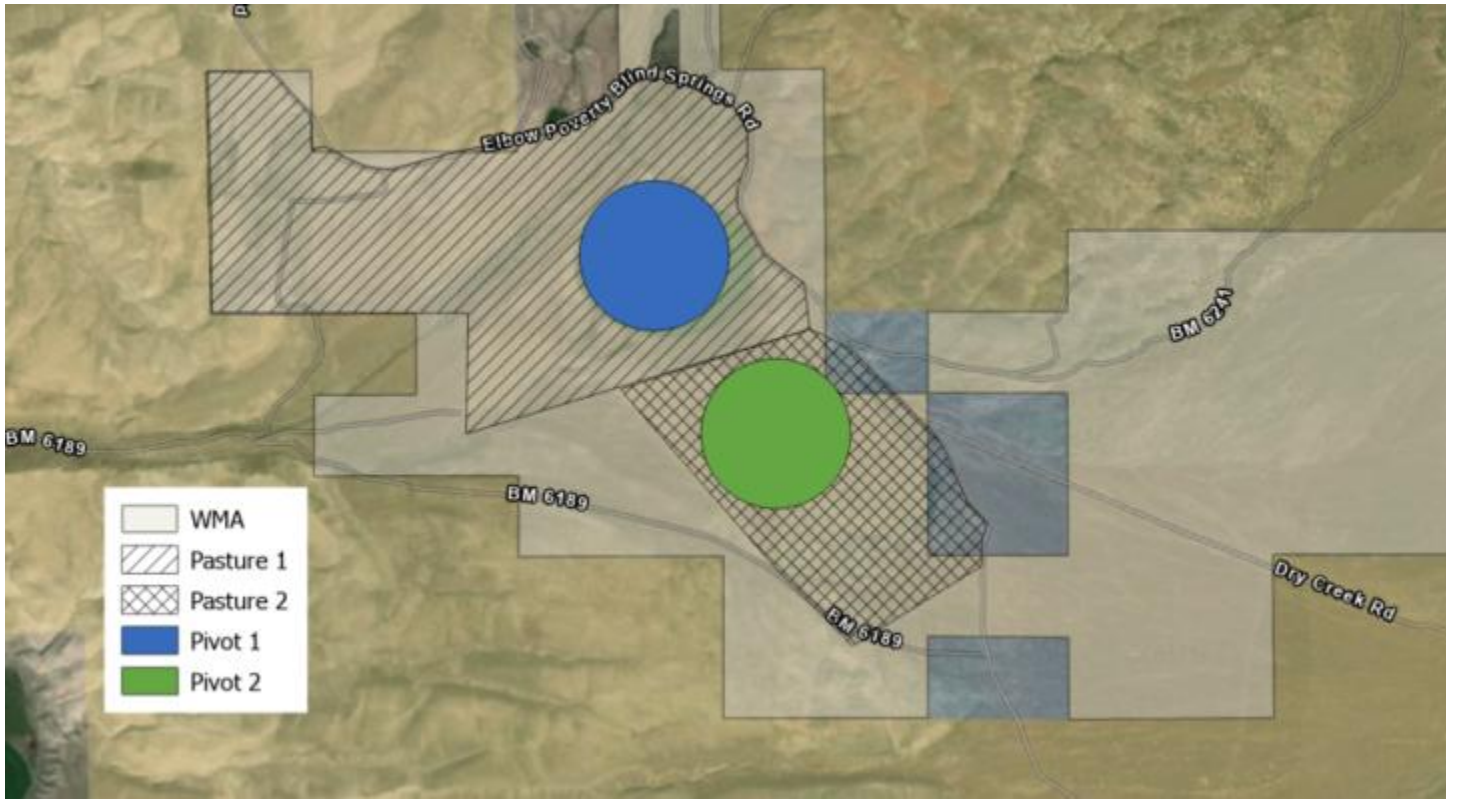
ACCEPTANCE:

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
ADDRESS

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

PHONE \_\_\_\_\_





IRRIGATION: from Apr 1 to Oct 31. IRRIGATING: 835.4600 acres.

BS TOWN RANG SC	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				Section	Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE		
SL 28S 3W 11				0.1500*					*	27.5300	0.7000	38.9700*	1.6500	0.5000	26.2800	36.7400	132.5200	
SL 28S 3W 12	21.8500	6.5100	36.6600	14.5700*					*14.8000	24.9500	10.0600	32.5800*	5.2400		10.3700		177.5900	
SL 28S 3W 13	28.6500	40.0000	25.2700	40.0000*	26.4700			39.9200	9.9900*	26.8500			3.0600*	40.0000	32.4700	36.0800	40.0600	388.8200
SL 28S 3W 14	2.3500	29.9500			*34.1700	15.1100		14.7400*					*	1.5800			97.9000	
SL 28S 3W 24					* 9.7100	14.3000			*				*				24.0100	
SL 28S 2 1/4 W 17					*				* 0.4400	14.0200			*				14.4600	
SL 28S 2 1/4 W 20	0.1600				*				*				*				0.1600	
Group Total: 835.4600																		

STOCKWATERING: from Apr 1 to Oct 31. EQUIVALENT LIVESTOCK UNITS: 634.

DOMESTIC: from Apr 1 to Oct 31. FAMILIES: 6.

OTHER: from Jan 1 to Dec 31. INSTREAM FLOW IN MANNING CREEK.

**LIMITATION(S) -- Water Right 63 - 2500 is limited to:**

- the irrigation requirements of 600.0000 acres,
- an annual diversion for irrigation of 979.5480 acre-feet,
- an annual diversion for stockwatering of 17.7520 acre-feet,
- an annual diversion for domestic purposes of 2.7000 acre-feet.

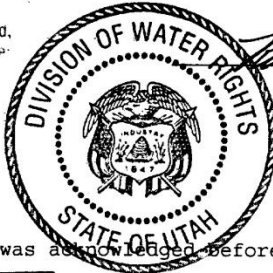
**5. SIGNATURE OF STATE ENGINEER & ACKNOWLEDGMENT OF NOTARY PUBLIC:**

*The right evidenced by this certificate is restricted to the change described herein, and the certificate in no way establishes nor validates the water right claimed by the applicant, and the change is to in no way enlarge the original right or rights. This certificate entitles the holder to use only sufficient water from all rights combined to constitute an economic duty without waste of water. The works used in this change are to be operated and maintained in such a manner and condition as will prevent waste of water.*

In Witness Whereof, I have hereunto set my hand and affixed the seal of my office this

26th day of SEPTEMBER, 19 97.

In the event the right evidence by this certificate is transferred, a copy of such transfer should be furnished the State Engineer by the party acquiring the right.

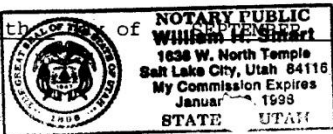


*Robert L. Morgan*  
 ROBERT L. MORGAN, P.E.  
 State Engineer

STATE OF UTAH )  
 ) SS  
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this

26th day of SEPTEMBER, 19 97 by ROBERT L. MORGAN, State Engineer of Utah.



*William L. Bennett*  
 William L. Bennett  
 Notary Public

