

STATE OF WYOMING  
BOARD OF LAND COMMISSIONERS

SPECIAL USE LEASE

- (1) **PARTIES** - The parties of this lease are:

The Board of Commissioners of Albany County, Wyoming, a body corporate and political subdivision of the State of Wyoming (Lessee), whose address is 525 Grand Avenue, Suite 202, Laramie, Wyoming 82070, and the State of Wyoming Board of Land Commissioners, (Lessor), whose address is Office of State Lands and Investments, 122 West 25th Street Cheyenne, Wyoming 82002-0600.

In the event that the addresses listed above change, the party whose address has changed shall immediately notify the other party to the lease in writing.

- (2) **PURPOSE OF LEASE** - The Lessor hereby leases to Lessee, for the purpose of a non-motorized multi-use Trail System, an open-space non-motorized recreation park, and a Wildlife Habitat Management Area only, the following described lands, subject to all terms, conditions, regulations, and restrictions contained in this lease, the Statutes of the State of Wyoming, and the Rules and Regulations of the Board of Land Commissioners. Any other use by Lessee is a violation of the terms and conditions of the lease.

**DESCRIPTION:**

SEE ATTACHED SURVEY

- (3) **TERM OF LEASE** - The term of this lease shall begin at 5:00 P.M. on the 1<sup>ST</sup> day of 6/1/2020 and terminate at 5:00 P.M. on the 1<sup>ST</sup> day of 6/1/2045.

- (4) **RENTAL PAYMENT** - The lessee shall pay to the Lessor at the Office of State Lands and Investments, Herschler Building, Cheyenne, Wyoming, a rental for the use of the premises in the amount and manner as follows:

\$35,214.67 PER YEAR, ADJUSTED ANNUALLY TO OFFSET INFLATIONARY PRESSURE BY A RATE DETERMINED BY LESSOR AND INFORMED BY A TEN (10) YEAR WHEIGHTED AVERAGE OF THE U.S. CONSUMER PRICE INDEX INITIALLY DETERMND TO BE 2.35% ANNUALLY. RENTAL IS SUBJECT TO REVIEW AND ADJUSTMENT EVERY FIVE (5) YEARS.

Annual rentals are due and payable on or before the anniversary date of this lease. If the annual rental is not paid on or before the anniversary date a 10% late fee will be assessed.

- (5) **LESSEE'S RESPONSIBILITIES** - Lessee Agrees:

- (a) Not to take or disturb any fur bearing animals on the premises, except where a permit to do so has been secured from the Wyoming Game and Fish Commission and consent thereto has also been obtained from the Office of State Lands and Investments.
- (b) To observe all state and federal laws and regulations for the protection of fish and wildlife.
- (c) Not to cut, destroy or remove, or permit to be cut, destroyed or removed, any timber that may be upon the premises. The Lessee shall promptly report to the Lessor the cutting or removal of timber by other persons.
- (d) To maintain all improvements located on the premises in a good state of repair at the Lessee's expense.
- (e) Noxious weeds and pests will be controlled by Lessee. Lessee may work in conjunction with County Weed and Pest Control Districts to be submitted to the Office of State Lands and Investments for reimbursement of certain costs of eradication of weeds and pests on state lands. Cost estimates must be submitted by County Weed and Pest Districts and approved by the Office to be eligible for reimbursement. Subject to funding availability, the total cost of the project will be reimbursed for leafy spurge infestations, for all other noxious weeds and pests, the cost of materials only. Lessee of state lands shall pay the cost of application or other control measures.
- (f) To dispose of all waste in a proper manner and not to allow debris, garbage, contaminates or other refuse to accumulate on the leased premises. Any landfill or open dump operated by the Lessee on the leased premises, must be permitted by the Board and must comply with State law and the rules and regulations of the Department of Environmental Quality. Any landfill, open dump, accumulation of debris, garbage, contaminants or refuse of any kind which the Lessee placed, or allowed to be placed, on the leased premises, and which has not been authorized by the Board, must be removed at the Lessee's expense. Lessee further agrees that the Lessor shall have the right to remove debris, garbage, contaminants, or other refuse which the Lessee placed on the premises and collect the cost of such removal from the Lessee. The Lessee further agrees to document and report, as soon as possible, to the Office any unauthorized dumping of debris, garbage, contaminants, or other refuse on the leased premises, by parties other than the Lessee, so that appropriate investigation and corrective measures can be taken by the Lessor.
- (g) Lessee shall restore the leased premises to as near its original condition as possible upon termination of this lease or any renewal thereof.
- (i) Lessee shall provide proper signage identifying the special use lease number on the site
- (j) Lessee shall manage the entire Pilot Hill property (as owned by both the Lessor and the University of Wyoming) as a single integrated public recreation unit.
- (k) Lessee shall not allow activity that could be reasonably likely to cause pollution of the ground water.
- (l) Lessee shall not allow activity that will cause objectionable noises, smoke or odors.
- (m) Lessee shall maintain as much of the leased area as is reasonable in its current natural state, consistent with allowing public access to non-motorized recreation on the leased area. Reasonable motorized access for necessary activities including law enforcement, maintenance, and emergency access to authorized personnel shall be permitted.

- (6) **SPECIAL PROVISIONS:**

- (a) **RESERVATIONS** - Lessor Reserves:

- (1) The right to order the sale of all or any portion of the premises at any time, subject to this lease.
- (2) The right to lease and dispose of all coal, oil, gas, and other minerals, and all deposits of clay, stone, gravel and sand valuable for building, mining, or commercial purposes, and all timber, together with the right to mine and remove such minerals and other deposits and timber with the right of ingress and egress thereto, and to cancel this lease as to any portion of the premises when required for these purposes.
- (3) The right to hold, sell, appropriate or otherwise dispose of any fences or other improvements of any character owned by the Lessee upon the premises, to insure the payment of rentals, damages or other expenses accruing to the

Lessor by virtue of this lease.

(4) The right to enter in and upon the premises at any time for purposes of inspection or management.

(5) The right at any time to grant easements across the premises for ditches, canals, tunnels, telephone and telegraph lines, pipelines, power lines, or other lawful purposes, with right of ingress and egress thereto.

(6) The right to use or lease the premises or any part thereof at any time for any purpose other than the rights and privileges granted by this lease.

(7) The privilege of any person to use the premises for casual recreational day uses, fishing and hunting pursuant to Chapter 13 of the Rules and Regulations of the Board of Land Commissioners.

(8) All rights not expressly granted to Lessee by this lease are reserved to the Lessor.

(b) **ASSIGNMENTS** - This lease shall not be assigned without the prior approval of the Lessor. Any assignment of this lease shall be recorded in the Office of State Lands and Investments.

(c) **SUBLEASES** - The premises shall not be subleased or made subject to any contract, or other agreement of any kind, without the approval of the Lessor. Such approval may be conditioned upon payment of additional rental to the Lessor.

(d) **IMPROVEMENTS** -

(1) Lessee shall have the right to construct or make improvements upon state lands in the amount of \$2,000.00 per section, without first obtaining permission.

(2) Lessee shall request permission to construct or make improvements in excess of \$2,000.00 in value per section by submitting a completed application form furnished by the Office.

(3) Any improvement regardless of value, which will restrict existing public access or alter existing multiple use of the lands must be approved by the Board of Land Commissioners.

(4) Unless permission has been obtained in the manner provided, the owner of the improvements in excess of the \$2,000.00 per section shall not be entitled to compensation as provided by W.S. 36-5-111 and 36-9-105, and upon expiration of the lease the improvements shall forfeit to and become the property of the state; except that within 120 days from the date of the expiration of the lease, the owner may remove such improvements in a manner which minimizes injury to the land.

(e) **ENTRY UPON LEASED PREMISES BY THIRD PARTIES** - Third parties desiring to enter upon the leased premises shall contact the lessee prior to entry, unless it is a member of the Board of Land Commissioners or its representatives or a member of the public when entering for purposes of hunting and fishing and casual recreational use pursuant to provisions of Chapter 13 of the Rules and Regulations of the Board of Land Commissioners. For all entries by third parties, the lessee may negotiate a payment for damage to the surface of the leased premises, pursuant to Chapter 4, Section 13. Payments must be consistent with payments for damages to adjacent lands.

(f) **CANCELLATION** - If it be determined by the Lessor that this lease has been procured by fraud, deceit, or misrepresentation, or if the premises or any part thereof be used for unlawful, unauthorized, or illegal purposes, or if the Lessee fails to perform or violates any of the terms of this lease, the Lessor shall have power and authority to cancel this lease.

(g) **SURRENDER OF PREMISES UPON TERMINATION OF LEASE** - The Lessee shall, upon termination of this lease, surrender and deliver unto the Lessor the peaceful and uninterrupted possession of the premises. The Lessee may remove his improvements in accordance with W.S. 36-5-110.

(h) **TIME AND SPECIFIC PERFORMANCE** are each of the essence of this lease, and all agreements and conditions herein contained shall extend to and be binding alike upon the heirs, administrators, successors and assigns of the parties hereto.

(i) **RELIANCE** - The Lessor has expressly relied on the representations made by the Lessee in the written application to lease the premises.

(j) **EXCHANGE** - The lease is granted upon the express condition that should the Lessor hereafter find it to be in the best interest of the Lessor to exchange the lands embraced in this lease for other lands, as provided by law, then this lease may be terminated upon giving the Lessee one (1) years' notice, unless by mutual consent of the Lessor and the Lessee, an earlier date of termination may be fixed.

(k) **BUY-OUT BY LESSOR** - The Lessor shall have the right to purchase back from the Lessee all the rights and interests granted to the Lessee by this lease for any portion of the premises at any time by paying to the Lessee the fair market value of those rights and interests for the remaining term of the lease.

(7) **GENERAL PROVISIONS.**

(a) **NOTICES** - All notices arising out of, or from, the provisions of this lease shall be in writing and given to the parties at the address provided under this lease, either by regular mail, or delivery in person.

(b) **EFFECT OF CHANGE IN LAW** - The rights and responsibilities of the Lessee under this lease which are granted or imposed by the Statutes of the State of Wyoming or rules and regulations of the Board of Land Commissioners, are subject to change during the term of this lease as a result of the adoption, amendment, or repeal of statutes or rules.

(c) **COMPLIANCE WITH LAWS** - The Lessee shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this lease.

(d) **APPLICABLE LAW/VENUE** - The construction, interpretation and enforcement of this lease shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this lease and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

(e) **ENTIRETY OF LEASE** - This lease contains the entire contract between the parties and supersedes all prior negotiations, representations, leases or other contracts, either written or oral. This lease cannot be changed except by a written instrument subsequently executed by the parties or included in the body of the lease and signed by the parties.

(f) **INDEMNITY** - The Lessee and its agents shall release, indemnify, and hold harmless the State, the Lessor, and their officers, agents, employees, successors and assignees from any cause of action, or claims or demands arising out of this lease.

(g) **SOVEREIGN IMMUNITY** - The State of Wyoming and the Lessor do not waive sovereign immunity by entering into this lease and the Lessee and Albany County do not waive governmental immunity. Each of them specifically retain immunity and all defenses available to them as sovereigns and governmental entities pursuant to W.S. 1-39-104(a) and all other state law.

(h) **WAIVERS** - The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of the rights or remedies that Lessor may have regarding that specific term or condition.

(i) **EXTENUATING CIRCUMSTANCES**: In the event circumstances arise for whatever reason which creates the impossibility of continuing the lease, it may be canceled by either party upon written notice. Neither party shall be liable for failure to perform under this lease if the failure is based upon the extenuating circumstances. Lessor reserves the right to determine whether circumstances create an impossibility. A partial refund of the annual payment may be made on a case-by-case basis.

(8) **SIGNATURES** - IN WITNESS THEREOF, the parties to this lease through their duly authorized representative have executed this lease on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this lease.

LESSOR: THE STATE OF WYOMING  
BOARD OF LAND COMMISSIONERS

BY: \_\_\_\_\_  
Director, Office of State Lands and Investments

Date: \_\_\_\_\_

LESSEE: BOARD OF COMMISSIONERS OF THE COUNTY OF ALBANY, WYOMING:

By: \_\_\_\_\_  
Terri Jones, Chairperson

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_  
Jackie Gonzales, County Clerk

Dated: \_\_\_\_\_