

APPENDIX B:
LEASE AND LEASE COVENANT FOR
MARTIN'S COVE BETWEEN THE BLM AND THE CORPORATION

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

Martin's Cove Lease
PL 108-137

This lease entered into on this _____ day of _____, 20____, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A Utah Corporation sole ("Corporation")**,

sometimes called the "lessee", pursuant and subject to the terms and provisions of the Martin's Cove Leasing Act (PL 108-137), and to all reasonable regulations of the Secretary of the Interior now or hereafter in force when not inconsistent with any express and specific provisions herein, which are made a part hereof,

WITNESSETH:

Sec. 1 The lessor, in consideration of the rents to be paid, in consideration of a lease covenant for public access, and the conditions to be observed as hereinafter set forth, does hereby grant and lease to the lessee the right and privilege of using the following-described lands (the "leased land") for historic, educational, and scenic purposes:

Sixth Principal Meridian, Natrona County, Wyoming
T. 29 N., R. 87 W.,
sec. 26, Lots 5, 6, 7 and 8;
sec. 27, W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$;
sec. 28, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$;
sec. 34, N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$;
sec. 35, N $\frac{1}{2}$ NW $\frac{1}{4}$.

containing approximately 933.49 acres, for a period of twenty-five (25) years, the rental to be \$ _____ per annum. The lease may be renewed at the expiration date of the lease. At the expiration date of the lease the authorized officer may offer to renew the lease upon such terms as may be consistent with PL 108-137, and as may be mutually acceptable to the parties.

Sec. 2 The United States retains all mineral deposits in the leased land. In Section 314(c) of PL 108-137, the 940 (revised to 933.49) acres described in subsection (a)(3) and described above in Section 1 of this lease were withdrawn from mining location and from all forms of entry, appropriation, and disposal under the public land laws.

(b) Federal agents upon the leased land on official business.

Sec. 5 In consideration of the foregoing, the lessee:

(a) May upon approval of the BLM improve the leased land as may be necessary from time to time to accommodate visitors to the leased land (BLM's approval is not necessary for routine maintenance).

Sec. 3 In view of fair market rental payments on the leased land, the lessor and lessee recognize and affirm that this lease does not make the Corporation an agent, contractor, concessionaire, or actor of the United States. This lease shall not be construed as a management contract for the operation of federal properties, or as an agreement to provide administrative services for public lands. Subject to the provisions of this lease and applicable law, lessor and lessee affirm and acknowledge that the Corporation possesses the right to use and manage the leased land as an important historical site.

(b) Hereby agrees to make lease payments which reflect the fair market rental value of the leased land, provided, however, such lease payments shall be offset by \$ _____ per annum, which represents the value of the rights of ingress and egress contained in the lease covenant granted by the lessee to the Secretary across private lands owned by the lessee for access to Martin's Cove and Devil's Gate.

Sec. 4 The lessor reserves the right of entry, or use, by

(c) May not allow the use of the leased land for unlawful purposes or for any purpose not specified in this lease unless consented to under its terms; not to prohibit or restrict, directly or indirectly, or permit its agents, employees, contractors (including, without limitation, lessees, sublessees, and permittees), to prohibit

(a) any authorized person, upon the leased land and into any buildings constructed thereon for the purposes of inspection;

or restrict use of any part of the leased land or any of the facilities thereon by any person because of such person's race, creed, color, sex, or national origin.

(d) May not assign this lease.

(e) Agrees that this lease may be terminated upon a finding by the authorized officer that the lessee has failed to comply with the terms of the lease. However, termination shall not occur until the lessee has first been provided 90 days notice (in writing) of the alleged breach and a reasonable opportunity to cure.

(f) Agrees that upon the termination of this lease by expiration, surrender, or cancellation thereof, the lessee shall surrender possession of the premises to the United States in good condition and shall comply with such provisions and conditions respecting the removal of the improvements and of the equipment on the property as may be made by an authorized officer.

(g) Agrees to take such reasonable steps as may be needed to protect the surface of the leased land and the natural resources and improvements thereon.

(h) Agrees that nothing shall restrict the acquisition, granting, or use of permits or rights-of-way under existing laws by an authorized Federal officer, provided such actions are consistent with the terms of this lease.

Sec. 6 The lessee may surrender this lease or any part thereof by filing a written relinquishment at the appropriate BLM office. The relinquishment shall be subject to the payment of all accrued rentals and to the continued obligation of the lessee to place the lands in condition for relinquishment in accordance with the applicable lease terms and the appropriate regulations.

Sec. 7 The lessee further agrees to comply with and be bound by the following terms and conditions:

(a) The lessee agrees to provide a boundary survey of the leased land.

(b) The lessee agrees to enter into a lease covenant to provide public ingress and egress across the Corporation's private land and to the trail leading to Devil's Gate. (A copy of this lease covenant is attached to this lease.) This covenant shall:

1. provide public access for historic, educational and scenic purposes through the Corporation's private land to Martin's Cove and Devil's Gate;

2. facilitate public education, ecology and preservation at the Martin's Cove site;

3. provide such access to the public without charge to the public; and

4. permit the Corporation, in consultation with the BLM, to regulate public entry as may be required to protect the environment and historic value of the area or at times as necessitated by weather conditions, matters of public safety, and nighttime hours.

(c) This lease will remain in effect as long as the lease covenant for public access required by PL 108-137, remains in effect, and the lease covenant for public access shall remain in effect only as long as the lease remains in effect. If the lease is terminated or if the lease expires for any reason, the lease covenant for public access will also expire and be of no further force or effect.

(d) The lessee shall have the obligation to protect and maintain any historical or archaeological artifacts discovered or otherwise identified on the leased land.

(e) In regard to the leased land, the lessee may establish, after consulting with the BLM, visitation guidelines with respect to such issues as firearms, alcoholic beverages, controlled substances, smoking, public health and safety, the respectful and peaceful use of the leased land, and conduct consistent with the historic nature of the resource.

Sec. 8 No Member of, or Delegate to, the Congress, or Resident Commissioner, after his election or appointment, and either before or after he has qualified, and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as otherwise provided in 43 CFR, Part 7, shall be admitted to any share or part of this lease, or derive any benefit that may arise therefrom, and the provisions of Title 18 U.S.C. Sections 431-433, relating to contracts, enter into and form a part of this lease, so far as the same may be applicable.

Sec. 9 The lease shall not be subject to abridgement, modification, termination, or other taking in the event any surrounding area is subsequently designated as a wilderness or other protected area. The lessor may not administratively place Martin's Cove in restricted land management status such as a Wilderness Study Area as long as this lease remains in effect.

Sec. 10 The lessee is granted a right of first refusal to purchase, lease or otherwise manage Martin's Cove in the event the Secretary proposes to sell, lease or transfer control or title of the land to another party.

Sec. 11 This lease is subject to valid existing rights with respect to any lease, right-of-way, permit, or other valid existing rights to which the property is subject.

Sec. 12 *Equal Access Clause.* To the extent required by controlling law, lessee shall comply with all provisions of the Americans With Disabilities Act of July 26, 1990, the Architectural Barriers Act of 1968, and Section 504 of the Rehabilitation Act of 1973, as amended. These Acts require that programs and public facilities constructed or renovated be accessible to and usable by persons with disabilities. All exemptions contained in these laws – including those which may fully exempt the lessee – shall be fully applicable.

Sec. 13 Subject to the exceptions for religious corporations provided in (1) section 702 of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2003e-1(a)(2000), (2) 41 CFR § 60-1.5(a)(5)(2003), and (3) section 204 of Executive Order 11246 of September 24, 1965, *published at* 30 FedReg 12319, *as amended*

by, Executive Order 13279 of December 12, 2002, published at 67 FedReg 77141, 77143 and other applicable law, with respect to the leased land the lessee shall comply with all laws, regulations, Executive Orders, and relevant orders of the Secretary of Labor prohibiting discrimination in employment on the basis of race,

color, national origin, or sex. Neither lessee nor lessee's subcontractors shall maintain segregated facilities on the leased land.

FOR EXECUTION BY LESSEE
IN WITNESS WHEREOF:

The United States of America

(Signature of Lessee's Authorized Officer)

By _____
- (Authorized Officer)

(Signature of Witness)

- (Title)

(Date)

(Date)

This form does not constitute an information collection as defined by 44 U.S.C. 3502 and therefore does not require OMB approval.

***U.S. GOVERNMENT PRINTING OFFICE: 1993- 774-017/67060**

LEASE COVENANT

This Lease Covenant is executed by the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT (“BLM”) and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (the “Corporation”) and is made a part of that certain Lease of even date herewith (the “Martin’s Cove Lease” or “Lease”) between the BLM as lessor and the Corporation as lessee, respecting real property located in Natrona County, Wyoming (the “Leased Land”):

W I T N E S S E T H :

Preliminary Matters:

1. The Lease provides that the Corporation shall enter into a lease covenant to provide public ingress and egress (defined below), over and across the “Private Land” (defined below).
2. Public ingress and egress to the Leased Land have previously been provided pursuant to a “Non-Exclusive Road Easement” between the Corporation and the Sun Brothers, Inc. as Grantor and the BLM as Grantee dated March 11, 1997 as amended by “Amendment to Easement RE-W3-275” and “Second Amendment to Easement RE-W3-275” (collectively the “Easement”).
3. This Lease Covenant supersedes and replaces the Easement in its entirety. From and after the complete execution hereof, the Easement shall be extinguished, shall be of no further force and effect between the parties, and each party to the Easement shall be released from its respective obligations thereunder. BLM shall execute and record a quitclaim deed and other documents necessary to terminate and release the Easement of record.
4. This Lease Covenant complies with the terms of the Martin’s Cove Lease and is incorporated therein and made a part thereof.

Private Land

5. The Corporation is the owner of the following described private real property (“Private Land”) situated in the County of Natrona, State of Wyoming, which is adjacent to the Leased Land, to wit:

(Insert accurate legal description)

6. The Corporation covenants to provide public ingress and egress across the Private Land for passage to and from the Leased Land (as described in the Lease) and to the trail leading to Devil’s Gate by allowing the public to travel over the existing roads (the “Roads”) and trails (the “Trails”) shown on the map and specifically identified thereon, which map is attached to this Lease Covenant as Exhibit “A.” The right of ingress and egress over and across the Roads shall

be limited to passenger vehicles, bicycles, and pedestrians only, and the right of ingress and egress over and across the Trails shall be limited to pedestrians only.

7. The public's rights on the Private Land are limited exclusively to ingress and egress over and across the Roads and Trails for the purpose of accessing the Leased Land for lawful and permissible reasons consistent with its historic nature. The Corporation retains all other property rights with respect to the Private Land, including, without limitation, the right to prohibit or regulate all other uses of the Private Land and the Roads and Trails. The Corporation retains the right to impose reasonable regulations on the use of the Roads and Trails for public ingress and egress, including regulations designed to promote public safety, protect environment and the historic nature of the area, preserve the Roads and Trails, and to impose such other regulations as may be necessitated by weather conditions, nighttime hours, or other reasonable considerations, including, without limitation, the right to temporarily close the Roads and Trails, provided that public ingress and egress are not unreasonably limited. Nothing in this Lease Covenant shall be construed to allow public use of the Private Land or the Leased Land, including the Roads and Trails, by off-road recreational vehicles or for reasons other than access to Martin's Cove and to the trail leading to Devil's Gate.

Term of Lease Covenant

8. This Lease Covenant will remain in full force and effect as long as the Martin's Cove Lease remains in effect, and will terminate immediately upon the termination of that Lease for any reason.

Additional Provisions

9. The parties hereto understand and agree that the Roads and Trails, including the trails on the Leased Land, and the Leased Land itself, are in a mountainous area and that certain dangerous conditions may exist which are inherent to the area. The parties further understand and agree that the Roads and Trails and the Leased Land itself, will be maintained, if at all, in their currently existing condition. All persons using the Roads and Trails and the Leased Land will do so at their own risk.

10. Except for the limited rights of public ingress and egress over the Private Land, as set forth herein, neither the Martin's Cove Lease nor this Lease Covenant shall benefit or confer any rights upon any person or entity which is not a party to the Martin's Cove Lease and the Lease Covenant.

11. This Lease Covenant is a part of and is specifically incorporated into the Martin's Cove Lease. In the event of a conflict between any of the terms and provisions of the Martin's Cove Lease and this Lease Covenant, the relevant term or provision of this Lease Covenant shall control.

FOR EXECUTION BY LESSEE
IN WITNESS WHEREOF:

The United States of America

(Signature of Lessee's Authorized Agent)

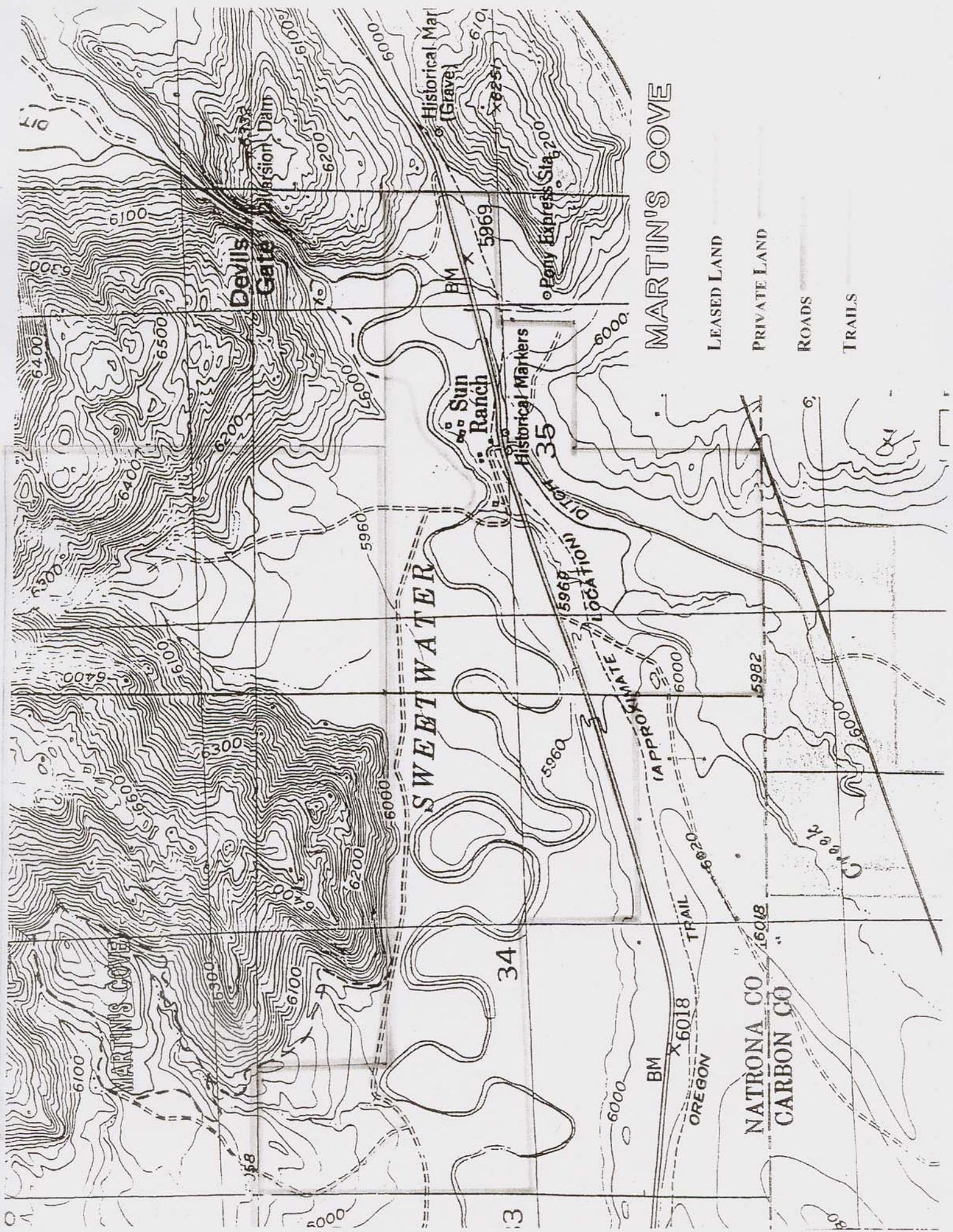
(Authorized Officer)

(Signature of Witness)

(Title)

(Date)

(Date)



MARTIN'S COVE

LEASED LAND

PRIVATE LAND

ROADS

TRAILS

SWEETWATER

Sun Ranch

Devils Gate Diversion Dam

Historical Mar (Grave)

Pony Express Sta. 200

Historical Markers

MARTIN'S COVE

NATRONA CO
CARBON CO

TRAIL

BM X 6018

OREGON

34

35

Historical Markers

Historical Markers

Historical Markers

Historical Markers

Historical Markers

Historical Markers