UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial Number

WYW 159993

Martin's Cove Lease

PL 108-137

This lease entered into on this 26th day of October, 2004, by the United States of America, the lessor, through the authorized officer of the Bureau of Land Management, and the **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, W½SW¼NW¼, S½;
sec. 28, S½NE¼, SE¼;
sec. 34, N½NE¼, NE¼NW¼;
sec. 35, N½NW¼.

containing approximately 933.49 acres, for a period of twenty-five (25) years, the rental to be $ 16,000 paid annually in advance. 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the 940 (revised to 933.49) acres described in subsection (a)(3) and described above in Section 1 of this lease were withdrawn from mining location and from all forms of entry, appropriation, and disposal under the public land laws.

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.

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

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

(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).

(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 $1,000 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. The rental amount shown in Section 1 has been offset by $1,000.

(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 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 lease or otherwise manage Martin's Cove in the event the Secretary proposes to 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:
CORPORATION OF THE PRESIDING BISHOP OF THE
CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

(Signature of Lessee's Authorized Officer)

(Signature of Witness)

October 26, 2004
(Date)

THE UNITED STATES OF AMERICA

By
(Authorized Officer)

State Director, Wyoming
(Title)

October 26, 2004
(Date)

This document was signed before me on Oct. 26, 04
Mary E Scheer 10/26/04

MARY E. SCHEER - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 14, 2005