



LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between BIG HORN BASIN BOAT CLUB, a non-profit corporation, with its principal place of business in Park County, Wyoming, herein after called

OWNER, and _____ of
_____ hereinafter called
LESSEE.

WITNESSETH:

WHEREAS, the Owner as lessee and permittee of the Wyoming Recreation Commission is in possession of certain land located in Buffalo Bill State Park, in Park County, Wyoming, to-wit:

That property located in Section 25, Township 52 North, Range 103 West, of the 6th P.M., Park County, Wyoming and more particularly described as follows: Beginning at point #1; the Northeast corner of the club site adjacent to the existing Bartlett Lane Road, thence west 89° 38' 43" west a distance of 701.57 feet to point #2; thence south 26° 43' 13" west. a distance of 610.00 feet to point #3; thence 18° 41' 51" east a distance of 328.55 feet to point #4; thence south 23° 50' 23" west, a distance of 115.54 feet to point #5; thence south 88° 38' 43" east a distance of 756.56 feet to point #6; thence North 10° 22' 37" east, a distance of 1305.48 feet to point of beginning; the above described property containing 20 acres more or less.

AND WHEREAS, the OWNER has constructed or will construct house trailer parking spaces and appurtenant facilities thereon for the use of its members.

AND WHEREAS, the OWNER likewise has entered into an agreement of understanding with the Bureau of Reclamation and is subject to certain covenants, limitations and restrictions concerning the OWNER'S property and appurtenance.

1. The provisions of this agreement are expressly subject to the agreement by and between OWNER and the Wyoming Recreation Commission licensed for club site dated the 27th day of January, 1989, and any subsequent extensions, amendments, or revisions thereof; and subject to the covenants, regulations, limitations and requirements initiated or hereinafter provided by the United States Bureau of Reclamation, the governmental regulations will control.

2. The OWNER does lease and let unto LESSEE the following numbered trailer space located on the above described premises and which is more specifically identified as follows: SPACE ___. That the term of this lease shall be for the period of the most recent Five year renewal of the lease between the OWNER and the State of Wyoming and will be renewable as long as the LESSEE remains a member in good standing.

3. LESSEE shall pay to owner as annual rental for said trailer space, the sum of \$ _745.00_ per year, payable on or before the 1st day of May of said year.

4. If any annual payment is not received by May of any subject year, then this agreement shall, at the option of OWNER, by vote of two-thirds (2/3) of all the members of the Board of Directors, be terminated and OWNER may take immediate possession of said trailer space and without liability for damage or storage may without notice to LESSEE remove from said premises any and all improvements and property left thereon by LESSEE.

5. LESSEE shall not assign this lease or sublease said trailer space to any person without the prior written approval of the OWNER and it is understood and agreed that the OWNER shall not approve any assignment or sublease to any person who is not a member of OWNER. Each sub lessee, so approved, may use trailer space for vacation and recreational purposes only. LESSEE may allow the use for the trailer space and facility thereon by guest of the LESSEE for not more than thirty (30) days in one calendar year; provided that no such guest shall be regularly employed during the term of such use and such use is for vacation and recreational purposes only. LESSEE, each sub lessee, and each guest shall abide by all rules and regulations of the OWNER.

6. LESSEE does covenant and agree as follows:

a. Payment of rental fees entitle LESSEE use to the lot, water and sewage hook-up, garbage service and the use of the club facilities during the seasonal operation period. The seasonal operating period shall be from April 1, to October 31. LESSEE shall be solely responsible for all utilities.

b. That the trailer space occupied by LESSEE shall at all times be kept in a neat and orderly condition, clean and free of rubbish and debris.

c. That no more than one (1) house trailer or permanent sleeping accommodation be parked on such trailer space at any time and that such trailer be parked twenty (20) feet back from the street, keeping the front of the trailer in direct line with the trailer on either side of it; and ten (10) feet from any other property line.

d. That all pets brought into and upon said premises by LESSEE, his visitors and guest, shall be kept on a leash or otherwise confined to the trailer space of LESSEE.

e. That all lot improvements must be approved by the OWNER and are subject to removal at OWNER'S discretion. LESSEE is responsible for the condition of all improvements, their maintenance and appearance. Should LESSEE fail to maintain such improvement, the OWNER shall have the right to enter the lot and perform said maintenance for the appearance of said lot. Costs incurred for such maintenance shall be billed to the LESSEE at a rate determined by the OWNER.

f. LESSEE is responsible for utility hook-ups damaged when placing or removing mobile home, trailer, camper or motor vehicle on lot.

g. Permanent trailers will be skirted and areas beneath the trailers may be used for storage. No loose or unsightly articles shall be kept outside the trailer, and all outdoor furniture shall be of a garden or patio type.

h. That speed limit within the court shall not exceed ten (10) miles per hour.

i. That no open-pit fires shall be allowed on premises, except in designated areas approved by the Board. Firepits must have a means to control sparks from the fire that is readily available for use when needed. Use of gas or charcoal barbecue is allowed. Fires shall be kindled in such manner so as to prevent injury to trees, shrubs, grasses, or other combustible matter. Upon approval of the superintendent, fires may be built outside of furnished grills or rings but shall not exceed thirty-six (36) inches in diameter and be of a reasonable size. Burning of any material containing metal (i.e. nails, screws, wire or bolts) is prohibited. When no longer needed, the fire shall be completely extinguished. Leaving a fire unattended is prohibited. The park superintendent may prohibit the kindling of fires on park lands when the fire hazard makes such action necessary. Firepits existing prior to January 2020 are grandfathered in but must meet the above requirements.

j. That the OWNER shall not be liable to the LESSEE to provide potable drinking water to the trailer space. That all trailer faucets will be labeled in such a manner so as to show that the water quality does not meet DEQ or EPA MAXIMUM SAFE LIMIT STANDARDS. The OWNER shall provide a designated station for filling bottles with DEQ or EPA approved potable drinking water. PLEASE READ THIS PARAGRAPH CAREFULLY AND INITIAL. _____.

k. That LESSEE agrees that he/she will not use or allow the premises to be used in an unlawful manner and will not maintain or permit to be maintained a nuisance thereon. LESSEE shall maintain order on the lease premises and shall not make or permit any improper, loud or obnoxious noises or interfere with other LESSEE'S rights of enjoyment in Big Horn Basin Boat Club Trailer Park. Disturbing noise is not permitted at any time and quiet is required between the hours of 11:00 P.M. and 7:00 A.M.

l. That any and all complaints regarding the operation or use of the Big Horn Basin Boat Club Trailer Park must be directed to the OWNER. Upon receipt of written complaint, the OWNER may act at its discretion to rectify the complaint. In cases where a complaint is made against a LESSEE, the OWNER shall notify the LESSEE as to the nature of the complaint. If the OWNER determines that the complaint is of a nature which can be corrected by the LESSEE, LESSEE will have a reasonable period of time, up to fourteen (14) days to do so. Failure of LESSEE to make such correction shall be considered a breach of this agreement.

m. That the covenants and conditions of this agreement shall apply to and bind heirs, legal representatives and assigns of the parties hereto. Memberships may not be inherited.

n. That each present LESSEE shall occupy and use for vacation and recreational purposes their lot at least fourteen (14) calendar days between April 1 and October 31 of each year. Such use shall be by the LESSEE and/or members of his or her immediate family. Use by guests of the LESSEES, in the absence of LESSEE, will not be included within the fourteen (14) day period.

If this requirement is not met, it is the OWNER'S option to elect to terminate, upon December 31, the lease of such non-user LESSEE. In the event of such termination, the LESSEE will be expected to remove the trailer from the premises and relinquish the lot back to the OWNER on or before December 31. If the requirement as herein set forth creates a hardship or inequity on any member, the OWNER will be willing to discuss the matter with any LESSEE.

7. During the term of this lease, the OWNER shall keep in operating condition and repair, the utilities servicing said trailer space. The Boat Club owns the Gas Utility including the meters. All meters shall be read twice per year, usually May and September, and the amount due is payable upon receipt of the bill. There shall be a minimum bill of \$5.00. Members that have bills that remain unpaid after thirty (30) days from the date of postmark on the bill shall receive a Certified Letter from the Board of Directors. Members that have bills that remain unpaid for sixty days shall receive a Certified Letter from the Board and may cause their gas to be shut off by action of the Board. In addition, the Boat Club is responsible for the normal care and repair of the utilities to the below named point provided that any damage was not performed by the Lessee:

Electricity: The power company is responsible for the delivery of electricity to the meter pedestal. The Boat Club is responsible for the meter pedestal. The Lessee is responsible for the delivery of electricity from the meter pedestal to and within the trailer.

Propane: The Boat Club is responsible for the meter and the delivery of propane to the meter. The Lessee is responsible for the delivery of propane from the meter to and within the trailer.

Non-Potable Water: The Boat Club is responsible for the delivery of non-potable water to the street shut-off valve. The Lessee is responsible for the street shutoff valve and the delivery of non-potable water from the street shut-off valve to and within the trailer. Before any work is done on street shutoff valves the LESSEE must consult with the OWNER.

8. The LESSEE does covenant and agree, however: that the cost of repair of any damage to such utilities or utility installations, which may be caused by the intentional act or neglect of LESSEE or others who may, with the permission of LESSEE use said trailer space, shall be paid by LESSEE. The LESSEE does covenant and agree that all trailer home set-ups and utility installations on the trailer space are to comply with the applicable standards and regulations and must be approved by the authority having jurisdiction. If LESSEE moves utilities at any time, utilities must be returned to original configuration when LESSEE gives up, abandons or loses their lease.

9. The LESSEE does covenant and agree that he/she does not lease from the OWNER more than one (1) trailer space and it is understood and agreed that LESSEE shall not hereafter lease or sublease any other or additional trailer space, owned or controlled by the OWNER, and that if LESSEE should hereafter desire, for the use of a member of his family, or other person, an additional trailer space, then an additional membership with usual membership fee and dues shall be purchased, owned and held by another member of LESSEE's family. A trailer space lease is for a single-family unit and may not be held by an association, firm, corporation or other business entity.

10. The OWNER is the LESSEE of land and waters for recreational purposes at Buffalo Bill Reservoir, granted by a certain Memorandum of Understanding by and between the United States Department of the Interior, the Bureau of Reclamation, and the Wyoming Recreation Commission. OWNER shall not be liable to LESSEE or agents, guests or employees of LESSEE for any loss or damage to his/her person or property, that may be occasioned by or through the acts or omissions of persons occupying adjoining premises, or any part of the lands controlled by OWNER, or that may be caused by water, rain, snow, ice, sleet, fire, wind, storms and accidents or by breakage, stoppage or leakage of water, gas, sewer lines or electric lines, or from any work or thing whatsoever, however caused.

11. LESSEE does covenant and agree that upon the expiration of this lease or the termination of this lease for any cause, LESSEE shall release and surrender up said premises to the OWNER, within fourteen (14) days written notice thereof to re-enter into said premises thereafter, LESSEE shall be deemed guilty of forcible entry and detainer.

12. In the event that LESSEE fails to pay rent as provided by this Agreement, or if default be made by LESSEE in any of the covenants herein contained, on the part of LESSEE to be kept and performed, it shall be lawful for OWNER, its attorney, representatives and assigns to declare this lease terminated and at the expiration of fourteen (14) days written notice thereof to re-enter into said premises thereafter, LESSEE shall be deemed guilty of forcible entry and detainer.

13. LESSEE agrees to pay and discharge all reasonable costs, attorney's fees and expenses incurred in enforcing this agreement.

14. Failure of the OWNER to insist upon strict performance of any covenants or conditions of this agreement shall not be deemed a waiver of any subsequent breach or default of any conditions or covenants.

15. INITIAL _____ I have read and will abide by the "Mobile Home Site Modification Guidelines" below provided by Wyoming Parks.

15a. All modification requests are subject to the following guidelines and rules:

a. Mobile homes:

- Existing double-wide mobile homes and other mobile homes exceeding the maximum footprint of 1,178 sq. ft., installed prior to January 1, 2018, are permitted to remain; however, new or replacement double-wide mobile homes will not be permitted.

- The maximum footprint of any mobile home shall be 15'6" x 76' (1,178 sq. ft.), not including the hitch, provided all required setbacks are followed. *Note: Lot size may reduce the maximum size of the mobile home that can be placed on a lot, as determined by the Concessionaire and Wyo Parks.

- Mobile homes installed after January 1, 2018 must retain axles. Hitches must be removed and stored with the mobile home. Wheels may be removed, provided they are stored with the mobile home for easy moving from one location to another. Mobile homes will be one story.
- All new or modified mobile homes will meet and comply with all applicable county zoning and permitting codes. All Wyoming and federal structural codes shall be followed.
- Only one mobile home will be allowed on each mobile home lot. The addition of roof extensions will not be allowed.
- The installation of a new mobile home due to loss, damage, or replacement of an existing mobile home shall follow the standard review process, be subject to the current size limitations, and shall require Reclamation approval.

b. Existing approaches, driveways, aprons, patios, footpaths, and all other concrete flatwork and asphalt pavement may remain; no substantial improvement or other ground disturbance on or off the site may be constructed without the prior approval of Wyo Parks and Reclamation.

c. Decks:

- Existing decks that exceed 400 sq. ft. of combined floor area are permitted to remain; however, their size and shape shall not be increased. No excavated foundations for decks are allowed.
- Existing decks constructed prior to 2017 may be demolished and replaced to the same size, shape, and location, provided setbacks are followed. If existing foundations are not reusable as is, they are to be removed and the replacement decks shall not have excavated foundations,
- Existing decks less than the maximum allowable size of 400 sq. ft. may be expanded up to this square footage, provided setbacks are followed.
- New decks shall be unenclosed unless counted as part of the allowable 1,178 sq. ft. enclosed area and are limited to 400 sq. ft.

d. Car Ports: As of October 17, 2018, existing car ports will be grandfathered; however, new or replacement car ports will not be permitted.

e. Storage Sheds:

- One storage shed is permissible. It shall be a skid mounted temporary structure no larger than 120 sq. ft., detached from the mobile home, with no excavated foundation, no excavated anchors, and aesthetically pleasing in color. Size and location must be approved by the Superintendent, Concession & Revenue Manager, and Reclamation. Existing sheds not to specifications are grandfathered at the size, shape, and location that existed prior to 2010. Replacement storage sheds shall be 120 sq. ft. or less.

f. Fences:

- All fences completed before October 17, 2018 may be allowed to remain as long as they are in good repair, as determined by Wyo Parks.
- No replacement/reconstructed or new fences will be permitted and all fences in disrepair, as determined by Wyo Parks, shall be removed.
- Common area fence requests will be considered on a case-by-case basis.

g. Landscaping/Excavation/Adding Gravel or Stone:

- No excavation is permitted without prior NEPA and NHPA compliance notification from Reclamation to the Concession Program Manager, who will then notify the Superintendent and the sublessee that they may proceed. Hauling and depositing materials up to one total cubic yard is permitted without prior approval if purchased from an approved borrow pit location. Obtaining fill material from Reclamation lands is not allowed.
- Tree Trimming/Removal: Trees presenting safety/wildfire hazards may be trimmed/removed with Superintendent approval.
- Planting of any type of trees or shrubs will require prior approval from the Superintendent and Reclamation.

h. Interior modifications: Modifications to the interiors of mobile homes, such as kitchen remodels, etc., not involving ground disturbance or affecting the exterior designs or appearances of the mobile homes, do not require approvals. However, all county, state, and federal codes must be followed as part of the permitting process involving improvements to electrical or plumbing systems, etc.

i. Exterior Maintenance: Exterior modifications consisting of routine maintenance do not require any approval unless ground disturbance or a change in color/design is involved. Examples of routine maintenance include: deck repairs, painting, replacing windows/doors/siding, etc. *Note: color/material for new paint, new siding, or new roof must be approved by the Superintendent. *New structures or improvements do not constitute routine maintenance and will require approval.

j. Demolition debris must be disposed of off Reclamation property; no burning of demolition debris on site. This also means no construction or demolition debris allowed in the dumpsters. ONLY brush, limbs and grass clippings are allowed in the burn pit.

k. The construction of new or replacement recreational vehicle pads will not be permitted.

l. No new or replacement garages or boat houses will be permitted.

m. Requests for accessibility/disability related site modifications will be considered on a case-by-case basis. Factors such as setbacks from neighboring structures and roads, proximity to existing trees, utilities, septic systems, and other elements will be considered.

n. All existing and approved new structures and other improvements in the lease area shall be maintained to a safe standard and in good repair and appearance, as determined by Wyo Parks.

o. The sublessee shall be responsible for controlling noxious weeds and undesirable plants which become established as a result of any construction activities.

16. Remember that you only own the personal property on the lot and that the lot is subleased from BHBBC, who subleases from Wyoming Department of State Parks and Cultural Resources who leases from the United States Bureau of Reclamation.

IN WITNESS WHEREOF, the parties hereto have caused this presence to be executed this _____ day of _____.

BIG HORN BASIN BOAT CLUB

Commodore

ATTEST:

Secretary
