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STATE OF IDAHO
LEASE OF STATE LANDS

SPEC. 152-82

THIS LEASE AGREEMENT made and entered into this 23 day of FEB,
19 73, between the STATE OF IDAHO, by and through the State Board of Land Com-
missioners as Lessor and ERLING C. MOE, as Lessee.

W I T N E S S E I H

SECTION 1. LEASED PREMISES: In consideration of the mutual covenants
and agreements of the parties hereto, the lessor does hereby lease and demise to
the lessee the following described real property situated in SHOSHONE COUNTY,
State of Idaho to-wit:

A portion of Govt Lot 1, Section 36, Twp. 46 N., Rge. 1 E., B.M.,
more particularly described as follows:

Beginning at the point where the East line of Section 36, Twp. 46 N.,
Rge. 1 E., B.M. intersects the north right of way boundary of the St.
Joe River Highway right of way; thence northwesterly along the north
line of said boundary a distance of 35 feet more or less to the true
point of beginning; thence northwesterly along the right of way bound-
ary a distance 325 feet to a point; thence a right angle to the right
of way a distance of 325 feet to a point 25 feet due west of the east
section line of Section 36, Twp. 46 N., Rge. 1 E., B.M.; thence S 00°
15' W 275 feet more or less to the point of beginning.

Containing 1.22 acres, more or less, Public School Lands.

SECTION 2. TERM: This lease shall continue in force and effect for a
term of ten years, commencing on the 1st day of January, 1973, and terminating
on the 31st day of December, 1982.

SECTION 3. RENTAL: The lessee agrees to pay in advance on or before
the 1st day of January each year during the term of this lease a sum of seventy-
three and 20/100 Dollars (\$73.20) per year. Back rental for calendar years 1971,
and 1972 in the sum of \$146.40 is due with the rental payment for 1973.

SECTION 4. ANNUAL RENT SUBJECT TO CHANGE: Notwithstanding the provi-
sions of paragraph 3, hereof, Lessor has the right to raise or lower the annual
rent to be paid by lessee, as of the beginning of any calendar year hereunder,
by providing lessee with thirty (30) days prior written notification of the same.

SECTION 5. USE OF PREMISES: Lessee agrees to use the leased premises
for the purpose of constructing, operating and maintaining a trailer park and ser-
vice station and that the lessee will not commit, permit nor suffer commission of any

damage to or waste upon the leased premises or upon any of the improvements or appurtenances placed thereon by the lessor, nor permit any unlawful use of the leased premises, nor permit any use thereof except for the stated purpose of this lease.

SECTION 6. CONSTRUCTION AND IMPROVEMENT: Construction and improvement on this lease site will be limited to access roads, water development, sanitary facilities, parking pads or patios or such other facilities as agreed upon by the lessee and lessor. All parking pads will be located according to an approved plot plan as attached hereto or as authorized by supplemental agreement and approved by the Department of Public Lands. Said plot plan shall be provided by the lessee not later than August 31, 1973. All construction and improvement must have approval of the State Land Commissioner prior to any development. All construction on and improvement of the lease site must comply with all rules and regulations of the State Board of Land Commissioners and those rules and regulations of any other government agency of competent jurisdiction.

SECTION 7. SURVEY OF SITE: The corner and boundaries of the described site must be established by a licensed surveyor at the sole expense of the lessee and a reproducible plat of the survey must be furnished, at no cost, to the lessor by August 31, 1973.

SECTION 8. CUTTING TREES AND SHRUBS AND GRADING: Lessee shall limit all grading and brush or tree removal to the area designated by this lease except that any grading and removal of brush or trees shall be prohibited unless written approval is given in advance by the State Land Commissioner or his duly authorized representative. The lessee may use all dead material lying on the leased area for firewood or other useful purpose without first obtaining a permit.

SECTION 9. SEWAGE AND GARBAGE DISPOSAL: The lessee shall at all times keep the premises in a clean and sanitary condition. Sewage disposal will be considered the responsibility of the lessee, subject to supervision by the Departments of Health and Public Lands. The lessee must comply with requirements of the Department of Health by September 30, 1973, and furnish documented evidence to the lessor of such compliance. Garbage and household solid wastes shall be disposed of by the lessee in a manner designated by the State and/or County.

SECTION 10. SOLID WASTE DISPOSAL: The lessee shall at all times keep the premises free from junked machinery, abandoned motor vehicles, discarded household

articles and other items normally considered junk. Disposal of items contemplated in this section shall be disposed of at sites and in a manner prescribed by the State and/or County.

SECTION 11. FIRE AND SAFETY REGULATIONS: The lessee agrees to comply with the State laws and regulations of the State Land Commissioner for fire protection and prevention, to keep the site free from fire hazards, and to maintain the area in a condition acceptable to public health and safety standards as promulgated by the State Board of Health.

Burning of wet garbage and trash is prohibited unless prior permission is granted in writing by the State Land Commissioner or his representative.

SECTION 12. RESERVATIONS: The lessor expressly reserves the following additional rights:

- (a) All timber rights, mining rights, easements and rights of way, the fee title to the leased premises, and title to all appurtenances and improvements placed thereon by the lessor.
- (b) To grant easements over the leased premises, providing said easements do not conflict with the facilities being maintained and operated by the lessee upon the leased premises.
- (c) To require changes in sanitation or other facilities to be made in the interest of the public health and safety or the preservation of property.
- (d) To enter upon and inspect the leased premises and any buildings or structures situated thereon at any reasonable time.
- (e) To re-enter and take possession of the leased premises, with or without process of law, upon breach of any term or condition hereof and thereupon cancel this lease agreement.
- (f) To reserve any and all water from any source on the leased area as its sole property and to hold water rights for any beneficial use developed as a result of this lease.
- (g) To designate a public access route across the leased site to the portion of Lot 1 leased by the Department of Fish and Game.

SECTION 13. RELATION OF THE PARTIES: It is understood and agreed that the lessee shall in nowise be considered an agent of the lessor in the construction, operation or maintenance of any of the facilities situated upon the leased premises. Lessee shall not permit nor suffer any lien, judgement nor encumbrance against the

demised premises nor any improvements or fixtures thereon and covenants to satisfy any such lien, judgement or encumbrance as his sole and separate expense.

SECTION 14. LESSOR'S RIGHT OF SALE, DISPOSITION OF IMPROVEMENTS: Lessor reserves the right to sell all or any portion of the leased premises and in the case of sale during the continuance hereof, lessee hereby covenants to deliver immediate possession of the lands so sold unto the lessor, or the person or party as may be specified in writing by the lessor or its authorized agent. In the event of such sale, the lessee shall have the rights provided by Section 58-313, Idaho Code, with respect to approved improvements placed upon the leased premises by the lessee; provided, that lessee shall not be entitled to compensation with respect to any non-approved improvements made or erected upon the leased premises.

SECTION 15. TREATMENT OF IMPROVEMENTS UPON NON-RENEWAL BY LESSOR: Except as provided in paragraph 17 hereof, should lessee apply to renew this lease in the manner provided by law and such application be denied, then lessor shall purchase the approved improvements placed or caused to be placed on the leased premises by lessee, at the fair market value of such improvements as of the effective date of expiration, or, at lessor's option, shall require lessee to remove such approved improvements, and shall pay the actual cost incurred by lessee in removing the same, not to exceed one-half ($\frac{1}{2}$) of the fair market value of such improvements as of the effective date of termination or expiration, whichever the case may be.

SECTION 16. TREATMENT OF APPROVED IMPROVEMENTS UPON NORMAL EXPIRATION WITH NO APPLICATION TO RENEW: In the event this lease expires without lessee having made application to renew, lessor shall have the right to require lessee to remove all approved improvements placed or caused to be placed upon the leased premises by the lessee, and to require lessee to restore the leased premises to as nearly as is reasonably practical its natural condition, all at lessee's sole cost and expense, or, at lessor's option, to purchase such approved improvements from lessee at the fair market value of the same as of the date of expiration.

SECTION 17. TREATMENT OF IMPROVEMENTS IN THE EVENT OF CONFLICT BID: In the event the lessee is not the successful bidder in an effort to renew this lease, and should the leased premises be leased to another, the value of all improvements, approved and non-approved, shall be paid to the lessee as provided in Section 58-307, Idaho Code.

SECTION 18. TREATMENT OF NON-APPROVED IMPROVEMENTS UPON EXPIRATION OF THIS LEASE: With respect to non-approved improvements which have not been previously

removed, lessor shall have the right upon expiration hereof to remove such improvements and charge the cost of such removal to lessee, the same to remain a debt of lessee to lessor until paid; to require lessee to remove such non-approved improvements at lessee's cost and expense; or, to require that such non-approved improvements remain on the premises and be forfeited to the lessor as liquidated damages for breach of the condition hereof requiring only approved improvements be erected upon the leased premises; provided, that should lessee be an unsuccessful bidder in an effort to obtain renewal of this lease, he shall be paid the value of all improvements as provided in Section 58-307, Idaho Code.

SECTION 19. ASSIGNMENT, SUBLEASE, TRANSFER: This lease is not subject to assignment nor sublease, except with the written consent of the State Land Commissioner. If the lessee, through voluntary sale or transfer, or through enforcement of contract foreclosure, or other valid legal proceedings, shall cease to be the owner of the physical improvements other than those owned by the lessor and situated on the lease premises and is unable to furnish adequate proof of ability to redeem or otherwise re-establish title to said improvements, this lease shall be subject to cancellation. If the person to whom title to said improvements shall have been transferred in either manner as provided is qualified as a lessee, and agrees that the future occupancy of the premises shall be subject to such new conditions and stipulations as the State Board of Commissioners may provide, his continued occupancy of the premises may be authorized by assignment of this lease to him.

SECTION 20. BOND: The lessee will furnish a surety bond in the amount of \$1,000.00 payable to the State of Idaho to protect the State against loss due to violation of any clause of this lease. Said bond will be kept in force for one year beyond the expiration date of this lease.

SECTION 21. LAWS APPLICABLE: All applicable laws of the State of Idaho are incorporated herein by reference, except as lawfully varied by the contractual terms of this lease agreement.

SECTION 22. COVENANT: It is mutually understood and agreed by the parties hereto that all of the terms, covenants, conditions and obligations in this lease contained are of the essence and shall be binding upon the heirs, executors, and assigns of the lessee.

IN WITNESS WHEREOF the party of the first part, by and through its State Board of Land Commissioners of the State of Idaho and in accordance with the law has caused these presents to be executed by its President, the Governor of the State of Idaho, and the State Land Commissioner and countersigned by the Secretary of State, and the part Y of the second part has caused these presents to be executed in person the day and year herein first above written.

STATE BOARD OF LAND COMMISSIONERS
OF THE STATE OF IDAHO

By: S/B Cecil D. Andrews
President of the State Board of
Land Commissioners, and Governor
of the State of Idaho.

COUNTERSIGNED:

S/B Pete T. Conarr
Secretary of State

S/B C. Trombley
State Land Commissioner

S/B Edw. C. Moe
Lessee

Lessee

State of Idaho)
County of Boone) ss

On this 12th day of Feb, 19 73, before me, a Notary
Public in and for said State personally appeared:

ERLING E MOORE
known to me to be the Lessee that executed the within instrument, and acknowledged
to me that he executed the same.

IN WITNESS WHEREOF, I Have hereunto set my hand and seal on the day and year
last written above.

Notary Public for Idaho
Residing at: 571 N. 17th St
Commission Expires: 12/11/74

State of Idaho)
County of Ada) ss

On this 23rd day of Feb, in the year 19 73, before me, a
Notary Public in and for said State, personally appeared Cecil D. Andrus, known
to me to be the President of the State Board of Land Commissioners of the State
of Idaho, and the Governor of the State of Idaho; and Pete T. Cenarrusa, known
to me to be the Secretary of the State of Idaho; and Gordon C. Trombley, known
to me to be the State Land Commissioner, that executed the within instrument,
and acknowledged to me that the State Board of Land Commissioners of the State
of Idaho, and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and
year last above written.

John F. DRUGG
Notary Public for Idaho
Residing at Idaho City, Idaho
Commission Expires Aug. 25, 1974