

ACTION: CONSIDER LEASE AMENDMENT LANGUAGE FOR SPECIAL USE LEASE SU-1126

AUTHORITY: Wyoming Statute § 36-5-114; Board of Land Commissioners Rules and Regulations, Chapter 5

Type of Use: Wyoming State Shooting Complex

Lease No.: SU-1126

Lessee: Wyoming State Shooting Complex Joint Powers Board

County: Park

Term: April 1, 2025 to April 1, 2100
(75 Years)

Acres: ± 1,956.06 acres

Description:

Park County, Wyoming (all west of the 6th Principal Meridian)

Township 51 North, Range 102 West

Section 1: Lots 1-6;S2N2;N2SW4:Resurveyed Tract 60A

Section 2: Lots 1-4;S2N2;N2S2

Township 52 North, Range 101 West

Section 31: Lot 7

Township 52 North, Range 102 West

Section 35: Resurveyed Lot 37; Resurveyed Lot 38
(A,B,G,H,I,J,O,P)

Section 36: Resurveyed Lot 37

ANALYSIS:

The Wyoming State Shooting Complex Joint Powers Board (“JPB”) applied for and received approval from the Board of Land Commissioners (Board) at their December, 5, 2024 meeting (Board Matter E-9) to develop and operate the Wyoming State Shooting Complex (“Shooting Complex”) that will support venues for competitive and recreational shooting in nine (9) distinct disciplines.

The Shooting Complex initiative was developed by the Legislature to increase economic opportunity for the State of Wyoming. It is intended to do so by hosting large scale shooting competitions which will draw the interest of firearms related individuals and companies to Wyoming. It will also provide additional opportunity for Wyoming residents to become more engaged in shooting sports, increase education in firearms safety, outdoor recreation and natural resource conservation.

The core area of the facility will be in the immediate vicinity of the Event Center – a large facility designed to assemble large groups for competitive events with over five hundred (500) participants. An area of approximately one hundred fifty (150) acres will contain the majority of the major facilities. This will include pistol bays, trap and skeet ranges, an indoor archery and air

rifle range, and a modern technology range. These facilities require excavation, roadways and pavilions for sun and weather protection. Other ranges, placed throughout the complex will have less of a physical presence. These venues will have a pavilion structure, shooting stations and the targets on the landscape.

It is anticipated that the leased area will continue to be utilized by the grazing and agricultural lessee and will remain essentially the same for that leaseholder with the exception of the highly developed acres. The grazing lessees have provided consent to OSLI.

The complex's primary season of use will be May to October, with a slower season of use in the winter months. The Event Center will have year around use.

When the original Special Use Lease ("SUL") was approved, it was assumed that OSLI's regular Board approved SUL template would be utilized. Upon further review, JPB requested additional amendments to the SUL template which OSLI believes necessitates consideration by the Board. The following list summarizes the proposed substantive changes to the SUL template:

1. Proration of the first year's annual rental;
2. Specification of the allowable removal of juniper trees;
3. Acknowledgement that Department of State Parks and Cultural Resources have a relationship with JPB to develop the shooting complex and providing critical framework to govern the construction and reclamation of applicable improvements;
4. Additional clarity on the Lessor's reservations with respect to leasing the property for other uses and allowance of casual recreation use;
5. Clarification of default, default notification, and options to cure a default;
6. Removal of the Buy Out By Lessor and Exchange conditions; and
7. Restructuring the Indemnity and Sovereign Immunity conditions.

DIRECTOR'S RECOMMENDATION:

The Director recommends that the Board approve the provisions and annual rental as set forth within the lease attached as **Exhibit A**.

BOARD ACTION: Board Approved

STATE OF WYOMING
BOARD OF LAND COMMISSIONERS

SPECIAL USE LEASE

- (1) **PARTIES** - The parties of this lease are: Wyoming State Shooting Complex Joint Powers Board, whose address is c/o Forward Cody, 1130 Sheridan Ave. #200, Cody, Wyoming 82414 (Lessee), and the Wyoming Board of Land Commissioners, (Lessor), whose address is Office of State Lands and Investments, 122 West 25th Street, Suite W103 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 Wyoming State Shooting Complex 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 EXHIBIT A

- (3) **TERM OF LEASE** - The term of this lease shall begin at 5:00 P.M. on the 1ST day of April 2025, and terminate at 5:00 P.M. on the 1ST day of April 2100. While delivery and possession are immediate upon final execution of this lease, the rental set forth in Section (4) below shall be prorated from October 1, 2025 to March 31, 2026.

- (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:

THE ANNUAL RENT SHALL BE THE GREATER OF:

\$16,500.00 PER YEAR, ADJUSTED ANNUALLY BY 3.50% TO OFFSET INFLATIONARY PRESSURE BASED ON A TEN (10) YEAR WEIGHTED AVERAGE OF THE U.S. CONSUMER PRICE INDEX (CPI) AND SUBJECT TO FIVE (5) YEAR RENTAL REVIEWS

OR

THE TOTAL LEASE ACREAGE MULTIPLIED BY THE APPLICABLE LEVEL OF USE OUTLINED IN THE TABLE BELOW:
HIGH LEVEL USE: \$150.00 PER ACRE
MODERATE LEVEL USE: \$25.00 PER ACRE
LOW LEVEL USE: \$5.00 PER ACRE

THE ANNUAL RENTAL SHALL BE REVIEWED IF THE ACREAGE USE LEVEL CHANGES PRIOR TO ANNIVERSARY OF THE EFFECTIVE DATE OF THE LEASE.

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 state and federal laws and regulations for the protection of fish and wildlife.
 - (c) Except with respect to initial construction of the shooting complex improvements, not to cut, destroy or remove, or permit to be cut, destroyed or removed, any timber other than Juniper trees 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 develop projects 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, contaminants 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, with the exception of improvements that are owned by the State of Wyoming.
 - (h) Lessee to provide proper signage identifying the special use lease number on the site.
 - (i) The Lessee shall be responsible for all expenses of any kind attendant to the leased premises, including, but not limited to, real property taxes and assessments, personal property taxes and assessments, license fees and utility charges during the term of the Lease and any extensions thereof.

(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) Lessor shall have the right to lease and dispose of all minerals provided that the mineral lease does not substantively impair the surface operations of Lessee. Lessee acknowledges the existence of a current unutilized bentonite extraction lease dated August 2, 2021 in favor of Bentonite Performance Minerals LLC.
- (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 delinquent 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, provided that such easements shall not substantively impair existing improvements nor the operation thereof in any manner.
- (6) The right to continue in part any existing grazing lease or a substitute therefor provided that such use or lease in no manner substantively impairs Lessee's use of the premises for its intended purpose.
- (7) 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) After initial construction of all facility improvements approved by the Board at its December 5, 2024 meeting, Lessee shall have the right to construct or make improvements upon state lands in the amount of \$4,000.00 per section, without first obtaining permission.
- (2) Other than as set forth in (d)(1) above, Lessee shall request permission to construct or make improvements in excess of \$4,000.00 in value per section by submitting a completed application form furnished by the Office.
- (3) Any improvement regardless of value, which will alter existing multiple use of the lands, except as to the two existing grazing leases and the bentonite lease described at (a)(2) and (a)(6) above 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 \$4,000.00 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 not affiliated with an existing lease, permit, easement, or the shooting complex 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. 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, after notice and a 30-day period to cure any alleged breach, the Lessor shall have power and authority to cancel this lease. If Lessee defaults in the performance or observance of any of the terms, covenants, or conditions of this Lease, the Office may serve notice of such default either by personal service or by certified or registered mail upon Lessee. Lessee shall have thirty (30) days from the date of service to cure the noticed default. Should Lessee fail to cure the noticed default within thirty (30) days, the Office may proceed with cancellation of the Lease pursuant to Chapter 1 of the Board's Rules and Regulations.

(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.

(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 - Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.

(g) SOVEREIGN IMMUNITY - The State of Wyoming, the Lessor and the Lessee do not waive sovereign or governmental immunity by entering into this lease, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

(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: _____
Wyoming State Shooting Complex Joint Powers Board

Date: _____

**Exhibit A
(Description of Property)**

Park County, Wyoming (all west of the 6th Principal Meridian)

Township 51 North, Range 102 West

Section 1: Lots 1-6;S2N2;N2SW4:Resurveyed Tract 60A

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Total Acreage: 1,956.06

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BOARD OF LAND COMMISSIONERS

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(2) **PURPOSE OF LEASE** - The Lessor hereby leases to Lessee, for the purpose of a Wyoming State Shooting Complex 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 EXHIBIT A

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~~REVIEWED ANNUALLY PRIOR TO ANNIVERSARY OF THE EFFECTIVE DATE OF THE LEASE.~~ THE ANNUAL RENT SHALL BE THE GREATER OF:

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OR

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(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 state and federal laws and regulations for the protection of fish and wildlife.
(c) ~~Not~~ Except with respect to initial construction of the shooting complex improvements, not to cut, destroy or remove, or permit to be cut, destroyed or removed, any timber other than Juniper trees 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 develop projects 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, contaminants 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, with the exception of improvements that are owned by the State of Wyoming.

(h) Lessee to provide proper signage identifying the special use lease number on the site.

(i) The Lessee shall be responsible for all expenses of any kind attendant to the leased premises, including, but not limited to, real property taxes and assessments, personal property taxes and assessments, license fees and utility charges during the term of the Lease and any extensions thereof.

(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 Lessor shall have the right to lease and dispose of all minerals provided that the mineral lease does not substantively impair the surface operations of Lessee. coal, subsurface oil, gas, and other minerals, and all deposits of clay, stone, gravel and sand valuable provided that Lessor or its counterparty shall be liable 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 any disturbance of surface improvement use or damage to Lessee's improvements or the right structure underneath same. Lessee acknowledges the existence of ingress and egress thereto, and to cancel this current unutilized bentonite extraction- lease as to any portion dated August 2, 2021 in favor of the premises when required for these purposes Bentonite Performance Minerals LLC.~~

(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 delinquent 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, provided that such easements shall not substantively impair affect existing improvements nor the operation thereof in any manner.

(6) The right to ~~continue in part any existing grazing lease or a substitute therefor provided that such-~~ use or lease in no manner adversely affects substantively impairs Lessee's use of the premises or any part thereof at any time for any its intended 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)~~

(7) 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)~~ (1) After initial construction of all facility improvements contemplated approved by the Board at its by the initial December 5, 2024 submission meeting, Lessee shall have the right to construct or make improvements upon state lands in the amount of \$4,000.00 per section, without first obtaining permission.

~~(2)~~ (2) Other than as set forth in (d)(1) above, Lessee shall request permission to construct or make improvements in excess of \$4,000.00 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, except as to the approved uses by the two existing grazing leases and the bentonite lease described at (a)(2) and (a)(6) above 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 \$4,000.00 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 not affiliated with an existing lease, permit, easement, or the shooting complex use 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, after notice and a 30-day period to cure any alleged breach, the Lessor shall have power and authority to cancel this lease. If Lessee defaults in the performance or observance of any of the terms, covenants, or conditions of this Lease, the Office may serve notice of such default either by personal service or by certified or registered mail upon Lessee. Lessee shall have thirty (30) days from the date of service to cure the noticed default. Should Lessee fail to cure the noticed default within thirty (30) days, the Office may proceed with cancellation of the Lease pursuant to Chapter 1 of the Board's Rules and Regulations.

(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) year's 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 these 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** - ~~Each party to this Agreement shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other. The Lessee 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, ~~the Lessor~~ and the ~~Lessor/Lessee~~ do not waive sovereign ~~or governmental~~ immunity by entering into this lease, and ~~each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease. Specifically retain immunity and all defenses available to them as sovereigns pursuant to W.S. 1-39-10 4(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: _____
Wyoming State Shooting Complex Joint Powers Board

Date: _____

**Exhibit A
(Description of Property)**

Park County, Wyoming (all west of the 6th Principal Meridian)

Township 51 North, Range 102 West

Section 1: Lots 1-6;S2N2;N2SW4:Resurveyed Tract 60A

Section 2: Lots 1-4;S2N2;N2S2

Township 52 North, Range 101 West

Section 31: Lot 7

Township 52 North, Range 102 West

Section 35: Resurveyed Lot 37; Resurveyed Lot 38 (A,B,G,H,I,J,O,P)

Section 36: Resurveyed Lot 37

Total Acreage: 1,956.06