

AMENDED LEASE AGREEMENT AMENDING ORIGINAL LEASE AGREEMENT DATED
SEPTEMBER 7, 2021 WHICH WAS RECORDED AS DOCUMENT NO. 75819 WITH THE
GRANITE COUNTY CLERK & RECORDER ON SEPTEMBER 7, 2021

THIS AMENDED LEASE AGREEMENT (“Lease”) is made and entered into the 19th day of October, 2024, between GRANITE COUNTY, of P.O. Box 925, Philipsburg, Montana 59858, hereinafter referred to as “LESSOR”; and EDWARDS TRACT A MARINA, INC., c/o Gerald Christensen of 5 Ponderosa Lane, Anaconda, Montana 59711, hereinafter referred to as “Lessee”.

WITNESSETH:

In consideration of the covenants and agreements to be performed by the Lessee as set forth in this Lease, Lessor and Lessee agree as follows:

1. Property Leased:

The Lessor shall allow Lessee to install, maintain, and operate a boat dock facility, the location of which is more particularly described as a portion of:

Township 5 North, Range 14 West, P.M.M.

Section 24: A portion of the SW ¼, Government Lot 3 and as shown on the map attached as Exhibit “A”, hereinafter referred to as the “property”.

2. Term:

The term of this Lease shall be for ten (10) years beginning on July 1, 2021 and continuing until June 30, 2031 at 11:59 pm, unless terminated or renewed as herein provided.

3. Fee:

The Lessee agrees to pay as a fee the amount of \$550.00 payable annually, in advance, on the 1st day of July of each year through July 1, 2023. From July 1, 2024 through July 1, 2030, payments shall be \$700.00 payable annually by Lessee, on the 1st

day of July of each through July 1, 2030. Payments are to be made to Granite County, P.O. Box 925, Philipsburg, Montana 59858.

4. Use of Property:

The parties understand that this Lease is made for the purpose of allowing the Lessee to construct, maintain and operate a boat dock facility and for no other purpose. Lessee agrees to conduct its activities in a good, business-like manner and according to the ordinary methods of operations employed in the industry. Lessee agrees it shall not use or permit to be used any part of the property for any purpose other than the stated purpose without first obtaining Lessor's written consent. Lessee further agrees, at its expense, to comply with all local, county, state and federal laws and regulations regarding the operation of its facilities. Lessee agrees that it shall abide by the terms and conditions of all permits, easements and other agreements which affect Lessor's use of the property. In particular, the Lessee agrees to comply with all requirements of the Federal Energy Regulatory Commission (FERC) with respect to the Flint Creek Project No. 1473.

5. Termination:

Lessee or Lessor may terminate this Lease at any time by sixty (60) days written notice to the other party. In the event of termination for noncompliance, of this Lease, no refund of the Lease fee shall be paid.

If Lessor terminates this Lease, the Lessee shall, within thirty (30) days thereafter, remove docks or facilities and restore the property to its original condition, and if not so removed Lessee agrees said facilities may be removed by Lessor at the Lessee's expense and shall thereafter become Lessor's property.

6. Liability:

Lessor shall not be responsible for damages caused by submerged or floating wood or debris, and aquatic vegetation that may, from time to time, interfere with the Lessee's operation, installation and maintenance of the boat dock facility. Lessee agrees to indemnify and same harmless Lessor, its officer, directors, agents and employees against

and from any and all actions, suits, claims, demands, damages, judgments, losses, fines, penalties, fees and expenses (including reasonable attorney's fees and court costs incurred enforcing this obligation or a third party claim) or liability of any character whatsoever, brought or asserted for injuries to or death of any persons, damages to property, or violation of any federal, state or local statute, rule, regulation or ordinance (including, but not limited to, environmental, safety or health statute, rule regulation or ordinance) arising out of, resulting from, or occurring in connection with the performance of the Lease; provided, however, the Lessee shall not be liable to Lessor when such damage, injury or death results from the negligence or other breach of legal duty of Lessor. This obligation shall survive termination of the Lease.

7. Risk of Loss and Insurance:

Lessee shall bear the entire risk of loss, theft, damage or destruction of its equipment or its facilities on the property during the term of this Lease. Lessee shall obtain and maintain at all times during the term of this Lease a comprehensive general liability insurance policy for the annual aggregate amount of \$1,500,000.00 (\$750,000.00 per occurrence) against any loss or liability for damages which might result from the use, occupation or condition of the property in such amounts as shall be approved by lessor. All insurance policies specified shall name Lessor as an additional insured. Lessee shall furnish Lessor a copy of the certificate of such insurance policy and renewals, and such policy shall not be canceled without written notice to lessor. The dollar amounts of insurance coverage hereinabove in this current paragraph are the only amendments to the original Lease Agreement dated September 7, 2021.

8. Assignment/Right to Sell:

Lessee shall not assign this Lease without the express, prior written consent of Lessor and any appropriate permitting agency. Lessor shall have the right to assign this Lease at any time, provided, however, that said assignment shall provide that the Assignee shall be bound by the terms and conditions of this Lease. If Lessor assigns the Lease, Lessee agrees that it will release Lessor from all obligations under this Lease. Lessor may sell leased property with thirty (30) day's advance written notice to Lessee.

9. Installation, Maintenance and Operation:

- a) Lessee agrees to be responsible for all costs of installation, maintenance and operation of its facilities on the property. Lessee agrees that at all times, its facilities shall be in good condition and in conformance with accepted industry standards.
- b) Except for the right to install, maintain and operate its facility, the Lessee agrees that nothing in this Lease shall be construed as giving or granting the Lessee any right, title or interest in or to the lands, waters, water rights or any other right, title or interest related to the Flint Creek Project No. 1473.
- c) At the discretion Lessor reserves the right to affect the property in any manner necessary to accommodate its current or future operating needs. This includes, but is not limited to, the right to raise or lower the waters of Georgetown Lake in any manner necessary to accommodate its operating needs.
- d) If tournaments or other organized events are held at the property, the Lessee will send written notification to Lessor at least twenty (20) days in advance. Additionally, Lessee shall provide for tournament insurance, law enforcement and sanitation facilities during such events.

10. Rights of Access:

Lessee shall be responsible for acquiring the appropriate access rights to the property. Lessor and its successors and assigns shall have the right to access and entry upon the property at any time to make inspections and to ensure compliance with the terms of the Lease.

11. Surrender of Property to Lessor:

At the termination of this Lease whether by expiration of its term, by default or as otherwise provided, Lessee further agrees it will immediately surrender possession of the property to Lessor. Upon termination, Lessee shall remove all of its equipment and leave the property in the same condition as the beginning of the Lease term, reasonable wear and tear expected.

12. Negotiations to Renew:

Subject to the Montana law described below, Lessee may negotiate to renew this Lease for an additional term of ten (10) years on the same terms and conditions and at a fee to be determined on the renewal date. To exercise this option to negotiate, the Lessee must notify Lessor in writing sixty (60) days, by certified mail (return receipt requested and postage prepaid) before the expiration of this Lease.

13. Miscellaneous Provisions:

In addition to the rights granted herein, the Lessee shall have sole use of the Marina area as depicted on the attached Exhibit "A", in conjunction with the owners of adjacent Sunny Beach Tracts as shown on the attached Exhibit "A".

14. Disclaimer of Warranties:

Lessee represents that it has inspected the property and facilities to be leased and enters into this Lease based on its own inspection of the property. Lessor makes no representations or warranties whatsoever that the property is suitable for the use to which it is to be put.

15. Enforcement:

In any action between the parties arising out of this Lease, the prevailing party in such action shall be awarded, in addition to the other relief, its reasonable costs and expenses and reasonable attorney fees.

16. Time of the Essence:

Time is and shall be deemed of the essence with respect to the performance of each provision of this Lease.

17. Waiver of Default:

One or more waivers of any condition of this Lease by Lessor shall not be construed as a waiver of any further breach of the same condition, and the consent or approval of Lessor to any act shall not be deemed to waive or render unnecessary Lessor's consent or approval to any subsequent similar act by Lessee.

18. Notices:

Any notice either party hereto may be required to give to the other party herein shall be deemed complete when the letter is deposited with the United States Post Office, certified, return receipt requested and postage prepaid, at the following address or such new address in which reasonably timely notice is provided to the other party hereto, to wit:

GRANITE COUNTY
P.O. Box 925
Philipsburg, Montana 59858

EDWARDS TRACT A MARINA, INC
c/o Gerald Christensen, President
5 Ponderosa Lane
Anaconda, MT 59711

19. Jurisdiction:

This Lease shall be interpreted under the laws of the State of Montana, and venue for any actions hereunder shall be in Granite County, Montana.

20. Venue:

Any dispute arising by reason of this Lease between the parties shall be adjudicated in Granite County, Montana.

21. Binding Effect:

This Lease shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns, provided that nothing in this paragraph shall be deemed to permit an assignment, occupancy or use contrary to the Assignment section of this Lease.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the date as first given above.

LESSEE:

Gerald Christensen, President Edwards Tract A Marina, Inc.

LESSOR:

Blanch McLure, Chairperson of Granite County Commission

Scott C. Adler, Commissioner

Charles L. Hinkle, Commissioner

ATTEST:

Sarah Graham, Clerk & Recorder

(SEAL)

Approved as form and content:

Blaine C. Bradshaw, Granite County Attorney

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