

**GROUND LEASE  
BASIC LEASE PROVISIONS**

Lessor: The George and Virginia Medek Trust Under Trust Agreement Dated August 1, 2014

Lessee: Bogus Basin Ski Club Inc., an Idaho nonprofit corporation ("BBSC")

Leased Property: A pad of approximately 12' x 20', located on Lot 9, Block K of FAIRVIEW ACRES SUBDIVISION NO. 2, according to the official plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho, as depicted on Exhibit "A" attached hereto

Rent: Consideration as described in Article III

Term: Ten (10) year term commencing July 24, 2019

Effective Date of Lease: July 24, 2019

Allowed Uses: Location of a storage unit owned by BBSC, related ingress and egress, and associated storage uses

Notice Addresses:

Lessor: Zach Medek and Virginia Medek  
216 W. 36<sup>th</sup> St.  
Garden City, Idaho 83714

Lessee: Bogus Basin Ski Club Inc.  
Attn: Linda Clark, President

\_\_\_\_\_  
\_\_\_\_\_

## GROUND LEASE

THIS GROUND LEASE ("**Lease**") is entered into effective this 24<sup>th</sup> day of July, 2019 ("**Effective Date**") between the undersigned trustee of The George and Virginia Medek Trust Under Trust Agreement Dated August 1, 2014 ("**Lessor**") and Bogus Basin Ski Club Inc., an Idaho nonprofit corporation ("**Lessee**"). Lessor and Lessee may be referred to herein as the "parties", or a "party" as the case may be.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Lessor and Lessee agree and covenant as follows:

### ARTICLE I – PREMISES

1.1 Leased Premises. Subject to and on the terms, conditions, covenants, and agreements contained herein, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the pad site of approximately 12' x 20', located on Lot 9, Block K of FAIRVIEW ACRES SUBDIVISION NO. 2, according to the official plat thereof, filed in Book 10 of Plats at Page 538, records of Ada County, Idaho, as depicted on Exhibit A attached hereto, together with unencumbered vehicle and pedestrian access from West 36<sup>th</sup> Street (the "**Premises**").

a. In addition to the location of the Shed (as defined below) on the Premises, Lessee may store its "Big Bertha" grill outside of, but next to, the Shed.

b. Lessee, in its discretion and at its expense, may install a buried electrical cable from Lessor's existing service to the Premises in order to provide electrical service to the Shed (as defined below). Lessor will not charge additionally for the use of this electricity.

c. This Lease is not transferable by Lessee and may not be subleased by Lessee.

1.2 Lessee's Property. Lessee will locate on the Premises a 12' x 20' free standing shed, to be constructed or located on site upon pressure treated wood skids and placed on 3" movable concrete blocks (the "**Shed**") and owned by Lessee. On the expiration or earlier termination of this Lease, Lessee shall remove the Shed and all

improvements thereto, which shall continue to be the property of Lessee. Lessor and Lessee covenant and agree that the Shed shall not be considered real property but shall remain personal property owned by Lessee.

## **ARTICLE II - TERM**

2.1 Term. The initial term of this Lease shall be for ten (10) years commencing on the Effective Date, provided that both parties have fully executed this Lease ("**Term**"). The parties may, by mutual agreement, agree to extend the Term by renewal of this Lease.

2.2 Expiration. This Lease, unless terminated earlier as provided in Article VII, shall expire at the end of the Term.

2.3 Holding Over. Any continued occupancy by Lessee of the Premises after the expiration or earlier termination of this Lease, whether with or without the consent of Lessor, shall operate and be construed as a tenancy from month-to-month. All other rents, costs and obligations under this Lease remain in place. If Lessee holds over, such a month-to-month lease may be terminated at the end of any such monthly period by Lessor by providing a minimum of thirty (30) days written notice to Lessee.

## **ARTICLE III - RENT**

- 3.1 Rent. Lessee shall pay to Lessor, as "Rent," the following consideration:
- a. One Bogus Basin Recreation Area Adult Season Ski Pass issued to Zach Medek annually. Beginning with the 2022/2023 ski year, this will increase to two (2) Bogus Basin Recreation Area Adult Season Ski Passes.
  - b. An annual (or, if available, a lifetime) Bogus Basin Ski Club Membership for Zach Medek; and
  - c. Two (2) complimentary tickets to the Annual BBSC Crab Crack Dinner or similar event.

3.2 Rent, as defined above, shall be paid by Lessee annually, in advance, on or before November 1 until the expiration or earlier termination of this Lease.

3.3 No other rental amounts or consideration shall be payable by Lessee to Lessor under this Lease.

#### **ARTICLE IV - OBLIGATIONS OF LESSOR**

Lessee agrees that it has had the opportunity to inspect the Premises prior to executing this Lease and accepts the Premises from Lessor AS-IS, WHERE IS, and with all faults. Lessor agrees that upon Lessee's payment of rent and performance of all of the covenants, conditions, and agreements herein, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the Term.

#### **ARTICLE V - OBLIGATIONS OF LESSEE**

5.1 Construction of the Shed. Lessee will cause the Shed to be constructed (or if purchased pre-constructed, to be located) on the Premises in accordance with this Lease.

5.2 Insurance. Lessee shall at all times maintain casualty and liability insurance covering Lessee's property on the Premises, with limits not less than the following:

- |    |                              |             |
|----|------------------------------|-------------|
| a. | Shed Structure:              | \$15,000.00 |
| b. | Contents:                    | \$30,000.00 |
| c. | General Liability Insurance: | \$1,000,000 |

5.3 Maintenance of Premises. Lessee agrees, at Lessee's sole cost and expense, to maintain and repair the Shed. Lessee shall keep the Shed in a good state of repair and condition (normal wear and tear excepted), free from filth, overloading, danger of fire or any pest or nuisance. Once the Shed is complete, any enlargement of Shed shall require prior written approval by Lessor.

5.4 Liens and Approvals. Lessee shall at all times keep the Premises lien free from any tenant improvement work.

5.5 Trash, Garbage, Etc. Lessee shall not allow any trash or litter to

accumulate on the Premises.

5.6 Performance Standards. The Premises shall not be used for residential purposes, or used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions, including but not limited to any activity that may be or may become hazardous to public health and safety, that shall increase the fire insurance rating for adjoining property, or that shall be illegal.

5.7 Environmental Compliance. Lessee shall not cause any “hazardous material”, solid waste, or otherwise toxic substance to be deposited in, on, around or under the Shed.

## **ARTICLE VI - TERMINATION**

6.1 Termination by Lessor. Lessor may terminate this Lease in advance of the expiration of the Term, as follows:

a. For Breach. In the event that Lessee breaches its obligations under this Lease and such breach is not cured within thirty (30) days after receiving written notice from Lessor specifying the nature of the breach, Lessor may terminate this Lease on thirty (30) days written notice of termination given after expiration of the applicable cure period.

b. Other Than for Breach. Lessor may terminate this Lease at any time, for any reason or no reason, with twelve (12) months prior written notice of termination to Lessee.

c. On Sale. Lessor may terminate this Lease, with ninety (90) days prior written notice to Lessee, if Lessor sells the real property upon which the Premises is located.

6.2 Termination by Lessee. Lessor may terminate this Lease in advance of the expiration of the Term, as follows:

a. For Breach. In the event that Lessor breaches its obligations under this Lease and such breach is not cured within thirty (30) days after receiving written notice from Lessee specifying the nature of the breach, Lessee may terminate this Lease on thirty (30) days written notice of termination given after expiration of the applicable cure period.

b. Other Than for Breach. Lessee may terminate this Lease at any time, for any reason or no reason, with twelve (12) months prior written notice of termination to Lessor.

## **ARTICLE VII - GENERAL PROVISIONS**

7.1 Lessor's Right of Entry. Lessor and Lessor's authorized representatives shall have the right to enter the Premises for the purposes of determining whether the Shed in good condition, to make necessary repairs or perform any maintenance, to serve any notice required or allowed under this Lease. Lessor shall give Lessee at least 24 hours' notice prior to entering the Premises, except in the case of an emergency involving the potential or actual imminent harm to person or property in which case no advance notice shall be required.

7.2 Notices. All notices provided to be given under this Lease shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at their address set forth above.

7.3 Attorney's Fees. If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

7.4 Agreement Made in Writing. This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest. This Lease may only be amended by a document signed by both parties. The recitals and exhibits are hereby incorporated herein by reference and made a part of this Lease.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Effective Date stated above.

**LESSOR:**

**THE GEORGE AND VIRGINIA MEDEK TRUST UNDER TRUST AGREEMENT DATED AUGUST 1, 2014**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Authorized Trustee

**LESSEE:**

**BOGUS BASIN SKI CLUB INC.**

By \_\_\_\_\_  
Print Name: Linda Clark  
Title: President