

DOCUMENT: 793803 LEASE

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Regina Plettenberg, CLERK AND RECORDER

Fee \$50.00 By

*Kelly Olson* Deputy

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**BILLIE SPRINGER MEMORIAL PARK LEASE**

Lease made this 22nd day of November, 2023, between Billie Springer Memorial Park Board herein referred to as "LESSOR," and Austin Brawley of Sula MT, herein referred to as "LESSEE."

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **PREMISES:**

LESSOR leases to LESSEE the following described lot(s) located in Ravalli County, Montana, hereinafter called the "premises," to wit: Lot(s) 63-64 P and 71-75 6 East; Each lot to be 100 feet by 100 feet, Section 20, Township 2 North, Range 17 West, M.P.M., Ravalli County, Montana.

2. **CONDITION OF AND TITLE TO PREMISES:**

LESSEE accepts the premises "as is." No representation, statement, or warranty, express or implied, has been made by or on behalf of LESSOR as to the condition, or as to the use that may be made of the premises. In no event shall LESSOR be liable for any defect in the premises or for any limitation on its use. LESSEE accepts the premises without recourse to LESSOR as to the title thereto.

3. **TERM:**

The term of this Lease shall be Remainder (44) years, commencing on the 22nd day of November, 2023, and ending on the 30th day of September, 2067.

4. **RENT:**

LESSEE shall pay to LESSOR TWENTY-FIVE DOLLARS (\$25) per lot for the term of the Lease upon the signing of this Lease.

5. **TAXES AND ASSESSMENTS:**

LESSEE, as additional rent, shall pay all taxes and assessments upon the buildings and improvements on the premises which are assessed during the Lease term. LESSEE agrees to pay LESSOR an annual assessment of TEN DOLLARS (\$10) per year which shall be applied to clearing of right-of-way and maintaining the park. The assessment shall be due and payable each year on July 1.



6. RESTRICTIONS ON USE:

LESSEE shall occupy and continue to use the premises during the term as mentioned above for the purpose of recreation or maintaining a house or cabin on said property. No other use of the premises shall be permitted without the prior written consent of LESSOR. At no time can there be more than one residence built on the above group of leased lots. Other buildings for the purpose of service to their residence may be built. All improvements or buildings must be approved by the LESSOR prior to construction. Improvements or buildings cannot be constructed without LESSOR'S prior written consent.

LESSEE shall not permit any use of the premises, or any part thereof, in violation of any national, state, county or municipal law, ordinance or regulation, nor shall LESSEE commit or permit any waste or nuisance on or about the premises. LESSEE, at his/her sole expense, shall obtain all licenses or permits which may be required for the making of repairs, alterations, improvements, or additions.

7. DEFAULT:

a. General

In the event the LESSEE shall commit or suffer any waste to be committed in or upon said premises, or if default shall be made by LESSEE in the performance or observance of any other covenant or agreement or condition of this Lease, or if LESSEE shall at any time make general assignment for the benefit of creditors, or if LESSEE shall make an insolvent assignment, or if LESSEE shall file a voluntary petition in bankruptcy or be adjudged a bankrupt, and in the event that such default of condition, or any of them, shall exist for a period of thirty (30) days, then LESSOR may give LESSEE written notice of such default. Said notice shall be deemed delivered when deposited in the United States mail, addressed to LESSEE at his/her last known address.

In the event the default(s) is not cured in its entirety within thirty (30) days after the delivery of said notice, the LESSOR, its successor or assigns, may reenter the premises and take and hold full and complete possession thereof. Thereafter, LESSOR may recover from LESSEE such damages as LESSOR may have suffered by reason of such default, together with attorney's fees and other costs.

In the event the above default(s) is not cured within the thirty (30) day period LESSOR may, also at its option, without any further notice, reenter the premises and cancel and terminate this Lease.



**b. Assessments**

In the event of default in payment of the assessment or any installment thereof, then LESSOR may give LESSEE written notice of such default. The first notice of assessment will be mailed to LESSEE at his/her last known address on July 1 of each year. Payment must be made within 90 days. If payment is not received within the 90 days, a second and final notice, allowing an additional 30 days, will be sent by Certified Mail with delivery receipt requested. The second notice will require an additional Five Dollars (\$5) to cover postage and costs. If, after the second and final notice, the LESSEE has not paid the required assessment amount, the LESSOR or its successor or assigns, may reenter the premises and take and hold full and complete possession thereof. Thereafter, LESSOR may recover from LESSEE such damages as LESSOR may have suffered by reason of such default, together with attorney's fees and other costs.

In the event the above default is not cured within the specified time period LESSOR may, also at its option, without any further notice, reenter the premises and cancel and terminate this Lease.

**8. NON-WAIVER OF BREACH:**

Any waiver of a breach of this Lease by LESSOR shall not be construed as a waiver of any subsequent breach.

**9. ASSIGNMENT AND SUBLETTING:**

LESSEE may not assign this Lease or sublease this property or improvements without the specific written consent of LESSOR, and then only to a qualified Veteran as defined in 38 U.S.C. § 101(2), or a Gold Star Mother. It is agreed, however, that LESSEE may devise his interest in this Lease by will so long as the devisee is the spouse, child, or legally-adopted child of the LESSEE or a qualified Veteran as defined above. If the LESSEE dies intestate and is survived by a spouse, the surviving spouse shall be entitled to succeed to the interest of the LESSEE. If the LESSEE dies without leaving a surviving spouse or without leaving a valid last will and testament, then this Lease shall terminate immediately.

**10. INDEMNIFICATION:**

LESSEE shall indemnify LESSOR against all liabilities, expenses, and losses incurred by LESSOR as a result of failure by LESSEE to perform any covenant required to be performed by LESSEE hereunder, any accident, injury, or damage which shall happen in or about the premises or appurtenances, or resulting from the condition or maintenance of the premises.



11. LESSEE TO COMPLY WITH RULES AND REGULATIONS:

LESSEE shall at all times during the term of this Lease comply with the Billie Springer Memorial Park Rules and Regulations (annexed hereto) together with all reasonable amendments, modifications, deletions, and other reasonable rules and regulations for the use and occupancy of the premises that LESSOR may from time to time promulgate.

12. CONSTRUCTION AND BINDING EFFECT:

This Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

13. ENTIRE AGREEMENT:

This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. Any prior lease between the parties is superseded and replaced by this Lease.

14. SEVERABILITY:

If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have read, considered and signed this Lease on the date first above written.

LESSOR:

Billie Springer Memorial Park Board

Steve Roberts

Ken Ochi see BSMP

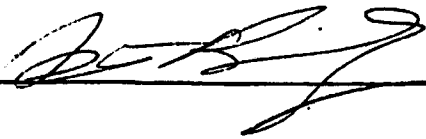
Don Linn

[Signature]

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**LESSEE:**



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**This Lease prepared by:**

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