

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the City of Lander, a Wyoming municipal corporation, duly created, incorporated and existing under the laws of the State of Wyoming, hereinafter referred to as “Lessor”, and Pushroot Community Garden, a nonprofit organization, thereafter referred to as “Lessee”.

RECITALS

WHEREAS, Lessor is the owner of the premises described herein, and desires to lease the premises to Lessee; and

WHEREAS, Lessee desires to lease the premises from Lessor for the purpose of operating and maintaining a community garden on the land; and

WHEREAS, the parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

WITNESSETH:

WHEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION OF PREMISES:

The Lessor, in consideration of the rents to be paid and the agreements to be performed by the Lessee, hereby lets, and the Lessee hereby rents from the Lessor the following described property, together with the improvements thereon and access thereto, herein referred to as “Leased Premises”, specifically:

A tract of land being a portion of Lot 5, Block 141, Gustin Addition to the Town (now City) of Lander, Wyoming, and the unplatted portion of the City of Lander located in the NE1/44NW1/4 of Section 18, Township 33 North, Range 99 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows:

Beginning at Point No. 1, which point is the southeast corner said Lot. Thence proceed N73°58’00”W along the south line of said Block 141 a distance of 29.36 feet to Point No.2; thence proceed N0°02’00”E a distance of 111.63 feet to Point No.3; thence proceed N50°44’50”W a distance of 232.83 feet to Point No.5; thence proceed N16°02’00”E a distance of 55.81 feet, more or less, to Point No.6, which point is on the south line of

Amoretti Street, thence proceed S73°58'00"E along said south line a distance of 290.19 feet to Point No.7, thence proceed S0°02'00"W a distance of 322.8 feet, more or less, to Point No.8, which point is on the north line of Washakie Street, thence proceed N73°58'00"W a distance of 1.85 feet, more or less, to Point No.1, the point of beginning.

This tract of land contains 1.11 acres more or less.

2. AUTHORIZED USE:

The parties do hereby expressly acknowledge that this Lease is granted only for the purpose of providing a community garden, and similar or related activities, only in the public interest of the City of Lander. As such, Lessee shall keep and maintain the Leased Premises and all improvements thereon and parts thereof in good and substantial repair and condition.

Lessee shall not use the premises, or permit or suffer the use of the premises, or any part thereof, for any purpose that may be contrary to the laws of the United States, the State of Wyoming or the ordinances of the City of Lander, either as the same now are or may hereafter be enacted.

3. TERM:

This Lease shall be in full force and effect upon signing and remain in effect until December 1, 2026. Lessee shall have the right to renew this Lease for an additional two year period upon such terms, conditions and rental provisions as may be agreed upon in writing and as recommended by the aforesaid City of Lander at the time of such renewal. If Lessee desires to renew the lease, they shall give Lessor thirty (30) days written notice thereof immediately preceding the expiration of this initial Lease.

4. RENT:

The parties expressly agree that the community garden provides a beneficial service to the City and as such the term of this lease is of benefit to the stability of said service. As a result, Lessee shall pay rent to Lessor in the sum of \$100.00 per year, due on or before December 1 for each year of the lease.

5. POSSESSION:

Lessee shall have access to and be allowed occupancy and possession of the leased premises upon execution of the Lease Agreement.

6. ASSIGNMENT OR SUBLEASE OF LEASE:

Lessee may not assign or sublease the Leased Premises or any part thereof, or permit the premises to be used or occupied by others, unless they are a member and have signed and agree to abide by

the Community Garden Gardner Agreement and the Rules and Regulations of Pushroot Community Garden.

7. RIGHT OF ENTRY BY LESSOR:

The Lessor during the term of this lease, may enter the premises to view them. Lessor expressly covenants that any inspection on its part will not interfere with Lessee's quiet enjoyment of the premises or with Lessee's operation of its business on the Leased Premises.

8. REMOVAL OF EQUIPMENT, IMPROVEMENTS, ALTERATIONS, AND REMODELING BY LESSEE:

Any alterations to the leased premises are prohibited, unless approved in writing by Lessor. Any improvements to the premises made by Lessee during the term of this lease shall remain intact on the premises at the termination of this Lease and remain the property of Lessor at the expiration of this Lease. Upon termination, non-permanent fixtures and structures including but not limited to: sheds, benches, planting beds, soil, and compost shall be removed from the property, leaving the land in its previous undeveloped state as mutually agreed to by both parties.

9. NOTICES:

All notices to be given hereunder by either party shall be in writing and be given by personal delivery or certified mail, return receipt requested, to the Lessor at City of Lander, 240 Lincoln Street, Lander, WY 82520 and to the Lessee, Pushroot Community Garden, P.O. Box 838, Lander, WY 82520. The date of any notice by certified mail shall be deemed to be the date of certification thereof.

10. TAXES:

The Lessor is a governmental entity and not subject to tax. Lessee is neither subject nor obligated to pay any additional tax, property or otherwise, as part of this Lease Agreement.

11. UTILITIES AND MAINTENANCE:

As part of this Lease Agreement, Lessee agrees that it will pay for and be responsible for any and all utilities of any kind for the use of the Leased Premises. Existing service lines currently located on the Demised Premises are the responsibility of the Lessee; however, Lessee may make maintenance requests for said existing service lines. Lessor may, at their discretion, and if equipment and manpower are available, fulfill any said request.

12. TERMINATION/EXPIRATION:

The failure of either party, or its personnel, to abide by any of the terms, conditions, or requirements expressed in this Lease Agreement shall constitute a default, if not promptly corrected by the defaulting party upon receipt of a notice of deficiency and request for compliance from the other party. If such default continues uncorrected for thirty (30) days after service of the

notice of deficiency and request for compliance, the non-defaulting party may immediately terminate this Lease Agreement. Waiver of a default shall not be deemed to be a waiver of any subsequent default.

Lessee agrees to surrender the Leased Premises upon termination or expiration of this Lease Agreement to Lessor. Lessee shall quietly and peaceably surrender the Premises and the use of the Leased Premises in as good condition as the Premises was at the time of Lessee's entry onto the Leased Premises, normal wear and tear excepted.

13. INSURANCE:

Personal Property - It shall be Lessee's sole decision to insure its own personal property to be located or maintained on the Leased Premises.

Liability Insurance – Lessee shall maintain adequate liability insurance to fully protect both Lessee and Lessor from any and all loss or liability, for damage or injury to persons or property resulting from the Lessee's occupancy of the leased property. Lessee shall at all times during the term of this Agreement, maintain liability insurance with an insurance company licensed to do business in the State of Wyoming and having Best rating "A" with a combined single limit of One Million Dollars and No/100 Dollars (\$1,000,000.00), with an aggregate limit amount of Two Million Dollars and No/100 (\$1,000,000.00) and will from time to time at the City's reasonable request, provide the City with evidence thereof. Lessor shall be listed as a named insured on any such policy.

14. MISCELLANEOUS PROVISIONS

- A. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and any entities resulting from the reorganization, consolidation or merger or either party hereto.
- B. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to limit or affect in any way the meaning or interpretation of any of the terms or provisions of this Agreement.
- C. This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof.
- D. This Agreement may be signed upon any number of counterparts with the same effect as if the signature to any counterpart were upon the same instrument.
- E. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.
- F. All exhibits to this Agreement shall be deemed part of this Agreement and incorporated herein as if fully set forth herein. Failure to attach any exhibits hereunder shall not

invalidate this Agreement, it being understood that the same are available from the books or record of the parties.

- G. This Lease, supersedes all prior negotiations, representations, leases, or other contracts, either written or oral.
- H. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Lease Agreement shall operate only between the parties to this Lease Agreement and shall inure solely to the benefit of the parties to this Lease Agreement. The provisions of this Lease Agreement are intended only to assist the parties in determining and performing their obligations under this Lease Agreement.
- I. Lessee shall save and keep Lessor harmless from any and all liability, damages or injury resulting from the use and occupancy of said premises by Lessee. Lessee shall be liable for any loss and damage to Lessee's property as a result of fire or other cause, including vandalism, malicious mischief or other criminal activity.
- J. The State of Wyoming and the Lessee do not waive sovereign immunity by entering into this Lease and the Lessor does not waive governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. § 1-39-101, *et. seq.* and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.
- K. The construction, interpretation, and enforcement of this Lease Agreement 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 City, Wyoming.

[REMAINDER OF PAGE LEFT BLANK]

Signatures. The parties to this Lease Agreement, through their duly authorized representatives, have executed this Lease Agreement on the dates set out below, and certify that they have read, understand, and agree to the terms and conditions of this Lease Agreement.

IN WITNESS WHEREOF the parties have executed this instrument of the ____ day of _____, 2024.

CITY OF LANDER

BY: _____
Monte Richardson, Mayor

ATTEST:

Rachelle Fontaine, City Clerk

**PUSHROOT COMMUNITY GARDEN
Lander, Wyoming**

BY: _____
Tony Baeten,
Board Member

ATTEST:
