

ADDENDUM TO EXTENSION OF LEASE AGREEMENT

THIS ADDENDUM to the Extension of Lease is made and entered into on the ____ day of _____, 20____, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, , herein referred to as “Landlord”, and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, Lander, Wyoming, hereinafter referred to as “Tenant”.

RECITALS

WHEREAS, Landlord and Tenant are the parties to a Lease Agreement dated the November 13, 2018, and an Extension of Lease Agreement dated January 4, 2023, by which Landlord leased the Tenant the premises, which is described as the eighteen holes of the City of Lander Golf Course and the real property located at #1 Golf Course Drive, Lander, Fremont County, Wyoming, used for the operation of the golf course; and,

WHEREAS, a copy of the Lease Agreement and Extension of Lease Agreement with amendments or addendum is attached hereto as Exhibit “A” and made a part hereof; and,

WHEREAS, the Parties wish to add an addendum to the previously signed Extension of Lease Agreement and Lease Agreement with amendments or addendum to incorporate the following Terms and Conditions:

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the Lessor and Lessee to amend the previously executed Agreement with Extension as follows:

1. The above recitals and a copy of the Lease Agreement and Extension of Lease Agreement (Exhibit “A”) are incorporated herein and by this reference made a part hereof.
2. The execution of this agreement shall allow each City of Lander Employee to receive a Single Season Pass for the lump sum payment of \$43,500.00 made by the City of Lander to the LANDER GOLF COURSE. The City of Lander shall provide a list of all eligible employees to the LANDER GOLF COURSE at the time of payment and updates to the list as needed. The Single Season Pass does not include family member fees, cart rentals fees, trail fees, handicap fees, but can be upgraded to include those services for a difference in cost based on the LANDER GOLF COURSE adopted rate schedule. All additional costs above and beyond the Single Season Pass shall be directly borne by the City Employee wishing to add such services.
3. This Addendum to Extension of Lease, in conjunction with the Extension of Lease and Lease Agreement with any amendments or addendum (Exhibit “A”), sets forth the entire agreement between the parties. The original Lease, amendments, extension or addendum and this Addendum to Extension of Lease Agreement shall not be altered or modified hereafter, except by a written memorandum signed by the parties.
4. This agreement shall be attached to the basic Lease Agreement and Extension of Lease Agreement “A” attached hereto and shall become a part thereof as if originally included therein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, these parties have executed this Addendum to Extension of Lease at Lander, Wyoming, the date and year first above written.

THE CITY OF LANDER,
A municipal corporation, Lessor

BY: _____
MAYOR

ATTEST

CITY CLERK

LANDER GOLF AND COUNTRY CLUB,

BY: _____
President

ATTEST:

Vice President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT was acknowledged before me this ____ day of _____, 20____, by MONTE RICHARDSON Mayor of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT was acknowledged before me this ____ day of _____, 20____, by RACHELLE FONTAINE, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.
(SEAL)

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT was acknowledged before me this ____ day of _____, 20____, by _____, President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

My commission expires:

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing ADDENDUM TO EXTENSION OF LEASE AGREEMENT was acknowledged before me this ____ day of _____, 20____, by _____, _____ of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

(SEAL)

Notary Public

My commission expires:

EXTENSION OF LEASE AGREEMENT

THIS AMENDMENT to the Agreement made and entered into on the 4th day of January, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, , herein referred to as "Landlord", and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, Lander, Wyoming, hereinafter referred to as "Tenant".

RECITALS

WHEREAS, Landlord and Tenant are the parties to a Lease dated the November 13, 2018, by which Landlord leased the Tenant the premises, which is described as the eighteen holes of the City of Lander golf course and the real property located at #1 Golf Course Drive, Lander, Fremont County, Wyoming, used for the operation of the golf course; and,

WHEREAS, a copy of the Lease with amendments or addendum is attached hereto as Exhibit "A" and made a part hereof; and,

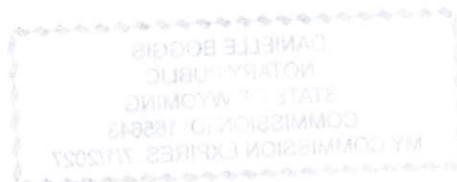
WHEREAS, the Parties wish to amend the previously signed Lease Agreement with amendments or addendum to extend the term of the currently existing Lease.

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual covenants and promises set forth herein, it is agreed by and between the Lessor and Lessee to amend the previously executed Agreement with Extension as follows:

1. The above recitals and a copy of the Lease (Exhibit "A") are incorporated herein and by this reference made a part hereof.
2. The execution of this agreement shall constitute an extension of the lease between the parties hereto in that it shall extend the termination date from December 31, 2023 to February 21, 2024. It is also expressly understood and agreed to by and between the parties hereto that nothing herein contained shall operate to discharge or release Lessee from the liabilities to promptly perform each of the terms and conditions contained in the original Lease attached hereto and made a part hereof as Exhibit "A".
3. This Extension of Lease, in conjunction with the Lease with any amendments or addendum (Exhibit "A"), sets forth the entire agreement between the parties. The original Lease, amendments, or addendum and this Extension of Lease Agreement shall not be altered or modified hereafter, except by a written memorandum signed by the parties.
4. This agreement shall be attached to the basic Lease Exhibit "A" attached hereto and shall become a part thereof as if originally included therein.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, these parties have executed this Extension of Lease at Lander, Wyoming, the date and year first above written.

THE CITY OF LANDER,
A municipal corporation, Lessor

BY: Monte Richardson
MAYOR

ATTEST
Rachelle Fontaine
CITY CLERK

LANDER GOLF AND COUNTRY CLUB,

BY: Kevin Woods
President

ATTEST:
[Signature]
Vice President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

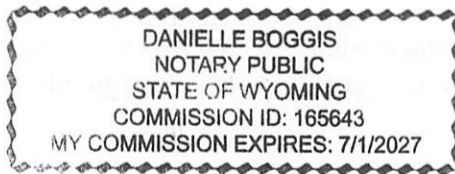
The foregoing Lease Agreement was acknowledged before me this 4 day of January, 2023, by MONTE RICHARDSON Mayor of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.
(SEAL)

Danielle Boggis
Notary Public

My commission expires: 7/1/27

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

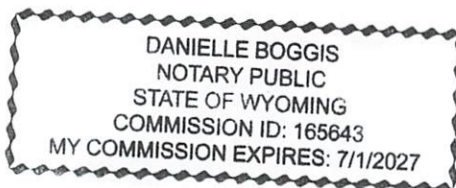


The foregoing Lease Agreement was acknowledged before me this 4 day of January, 2023, by RACHELLE FONTAINE, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.
(SEAL)

Danielle Boggis
Notary Public

My commission expires: 7/1/27



STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 4 day of January, 2023, by Kevin Woods, President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.

Daniell Boggis
Notary Public

My commission expires: 7/1/27

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 4 day of January, 2023, by Richard Huff, Vice President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

(SEAL) Witness my hand and official seal.
DANIELLE BOGGIS
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165643
MY COMMISSION EXPIRES: 7/1/2027

Daniell Boggis
Notary Public

My commission expires: 7/1/27

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 13th day of November, 2018, by and between the City of Lander, a Wyoming municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520, hereinafter referred to as "Landlord", and the Lander Golf Course, a Wyoming corporation, whose mailing address is P.O. Box 417, Lander, Wyoming, hereinafter referred to as "Tenant".

WITNESSETH:

WHEREAS, Landlord is the owner of the real property described on Exhibit "A" attached hereto and which real property is used as a municipal golf course; and

WHEREAS, Tenant desires to lease the real property described on Exhibit "A" attached hereto for the operation and management of the Golf Course; and

WHEREAS, it is in the best interest of the Landlord to lease said real property and the Golf Course to Tenant on the terms and conditions provided for below.

TERMS AND CONDITIONS

NOW THEREFORE, for and in consideration of the lease payments and the mutual promises and covenants contained herein, the parties agree as follows:

ARTICLE I

Recitals

The above recitals and Exhibit "A" attached hereto are incorporated herein and by this reference made a part of this Lease Agreement.

ARTICLE II

Representations, Covenants and Warranties

Representations, Covenants and Warranties of the Landlord. The Landlord represents, covenants and warrants as follows:

- a. The Landlord is an incorporated municipality, duly and regularly created, incorporated and existing as such within the State of Wyoming under the Constitution and laws of the State. The Landlord has fee simple title to the eighteen holes of the golf course and the real property used for the operation of the golf course, Exhibit "A" attached hereto, hereinafter referred to as the "Existing Site" and to the existing facilities thereon, and is authorized by law to enter into the transactions contemplated by this Lease Agreement, and to carry out its obligations hereunder. The Landlord has authorized and approved the execution and delivery of this Lease Agreement and other documents related to this transaction; and
- b. The leasing of the existing golf course to the Tenant under the terms and conditions provided for in this Lease Agreement is necessary, convenient and in furtherance of the Landlord's governmental purposes, and is in the best interest of the citizens and inhabitants of the Landlord; and
- c. To the knowledge of the Landlord, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Landlord is now a party or by which the Landlord is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Landlord, there is no litigation or proceeding pending or threatened against the Landlord or any other person affecting the right of the

Landlord to execute this Lease Agreement or the ability of the Landlord to comply with its obligations contained hereunder.

Representations, Covenants and Warranties of the Tenant. The Tenant represents, covenants and warrants as follows:

- a. The Tenant is a Wyoming corporation duly organized and existing under the laws of the State of Wyoming. The Tenant has all necessary power to enter into this Lease Agreement, is possessed of full power to lease real and personal property, as lessor or lessee, and has duly authorized the execution and delivery of this Lease Agreement; and
- b. The Tenant will not pledge, assign, mortgage or encumber any of its rights under this Lease Agreement; and
- c. To the knowledge of the Tenant, neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Tenant is now a party or by which the Tenant is bound, or constitutes a default under any of the foregoing; and
- d. To the knowledge of the Tenant, there is no litigation or proceeding pending or threatened against the Tenant or any other person affecting the right of the Tenant to execute this Lease Agreement or the ability of the Tenant to comply with its obligations hereunder.

ARTICLE III Lease of Property

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the property described on Exhibit "A" which is attached hereto and incorporated herein by this reference together with all buildings and improvements located thereon or appurtenant thereto and all rights, privileges, hereditaments and tenements thereunto appertaining or belonging.

In addition to the leased property described in Exhibit "A", Landlord does hereby grant to Tenant, his agents, guests, and golfers the right to enter upon the Property located at the Lander Community and Conference Center for use of the restrooms located thereon, and does hereby grant a license to use said restrooms located upon the premises as described in Exhibit A, located within Fremont County, Wyoming. This license for use of the restrooms can be terminated at any time and for any reason by Landlord. Tenant, his agents, guests, and golfers will do all in their power to maintain the restrooms in a clean and orderly fashion.

Tenant agrees that it will save and hold Landlord harmless from all claims, causes and actions, suits, damages or demands whatsoever in law and in equity which may arise out of, or as a consequence of its negligence and the negligence of its authorized agents, servants or employees, in utilizing said restrooms and Property under this license. Furthermore, Tenant agrees to indemnify the Landlord from and against any and all liability, loss or damage the Landlord may suffer as a result of any claims, demands, actions at law or in equity, damages, costs or judgments against the Landlord arising out of the activities taking place on the Property. Said indemnification shall include all court costs, litigation expenses and reasonable attorney fees incurred by the Landlord.

ARTICLE IV Rent

Tenant shall pay to the Landlord as rent the sum of Ten and No/100 Dollars (\$100.00) and said payment of \$10.00 being due on or before the 1st day of February, 2018. As additional

consideration for this Lease, Tenant shall fulfill the special covenants contained in Article VI hereof, which the Landlord acknowledges has significant value to it.

ARTICLE V
Term of Lease

The term of this Lease shall be for a period of Four (4) years (the original term) commencing on the 1st day of January, 2019, and terminating on the 31st day of December, 2023, unless terminated or extended as hereinafter set forth.

To extend this Lease, a Lease Extension Agreement between Landlord and Tenant must be signed at least ninety (90) days prior to the expiration of the Lease term. The terms and conditions of the extension must be agreed upon between the Landlord and the Tenant. If the parties cannot agree upon the terms and conditions of the extension, then and in that event, this Lease will terminate and the Tenant will have no further rights under this Lease Agreement.

Landlord hereby declares that the term of this Lease is of specific benefit to it, as it will provide for the care and management and preservation of the Lander Golf Course.

ARTICLE VI
Special Covenants of Tenant

Tenant hereby agrees to comply with the following:

- a. To pay all charges levied, assessed and charged against or incurred at the premises for all utilities, including but not limited to sewer, gas, telephone, electricity charges and ditch right assessments which may accrue during the term of this Lease, and to save the premises and Landlord harmless therefrom.
- b. Tenant has examined and knows the condition of said premises and acknowledges that it has received the same in good order and repair, and will keep and maintain said premises, and upon termination of this Lease in any way, it will yield up said premises to Landlord in as good condition as when said premises are entered upon by Tenant, ordinary wear and tear and loss by any act of God excepted.
- c. To maintain at its own expense the premises and every part thereof in good condition and repair, and to maintain said premises in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the premises in a safe and clean condition free of trash and debris insofar as is reasonably possible and to keep trees and lawns on the premises properly watered and trimmed.
- d. To assume and hold Landlord harmless from all public liability which might result from Tenant's activities or occupation of the premises, including any liability which might arise by virtue of any unsafe condition which may develop or be allowed and permitted to exist on said premises. In furtherance hereof Tenant shall obtain, purchase, and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Tenant's sole expense, a comprehensive general public liability insurance policy against claims for personal injury, death or damages to property of others occurring on or in the leased premises, in an amount not less than One Million Dollars (\$1,000,000.00) in the aggregate and \$500,000.00 for each occurrence, and property insurance in an amount not less than the full replacement value of the premises, excluding the value of the real property portion of the leased premises, except for the cost of restoring it to a golf course. All such insurance shall name Landlord as an additional insured.

- e. To permit the Landlord or its authorized agent to inspect the premises at any reasonable time.
- f. To manage Tenant's business and affairs in such a manner that Landlord shall not incur any liability therefore or as a consequence thereof; to pay all charges or obligations for any labor, materials and supplies which Tenant may incur with respect to the premises, and the operation and management of the Golf Course when due; to prevent any of the foregoing from being a lien upon the premises or any portion thereof.
- g. That no substantial changes or alterations of the premises or improvements thereon shall be made without first having obtained the consent in writing of Landlord from the Public Works Director; provided however that Tenant may make such minor additions or alterations as are necessary and consistent with the continuation of the operation of the premises as a golf course, all at Tenant's sole cost and expense; and provided further that any signs or fixtures or equipment Tenant may place upon the premises shall not be removed at the expiration of the term of this Lease, and the same shall become the property of Landlord upon termination of this Lease. Tenant assumes the risk for loss of its own fixtures and merchandise, and will carry its own insurance against such risks. Provided, further, Tenant is hereby granted the right to make such changes as necessary and proper for full compliance with all of the provisions of the Occupational Health and Safety Act of the State of Wyoming and Tenant does hereby assume full responsibility for the compliance with the aforesaid Act and all rules and regulations promulgated by appropriate departments of the State of Wyoming pursuant thereto and does hereby further covenant and agree to save and hold the Landlord harmless from any and all claims, charges, suits at law and in equity arising out of or in connection with any and all of its activities conducted in and upon the said leased premises.
- h. That in the event there are substantial upgrades that need or want to be completed by the Tenant, Tenant shall negotiate with the Landlord for cost sharing options. In the event the Tenant fails to negotiate, then all upgrades shall be deemed denied, or Tenant shall pay all costs associated with the aforementioned upgrades.
- i. Use and occupancy. Tenant will use and occupy the premises for the operation and conduct of a municipal golf course only and will maintain order on said premises, and will manage, operate and conduct said premises and any business, entertainment or other activity maintained thereon in a lawful, orderly and proper manner in compliance with all applicable laws, ordinances, rules and regulations.
- j. Public use. It is understood by and between the parties and Tenant agrees to make the leased premises available for public use by non-members for uses consistent with Tenant's use thereof, provided however that Tenant may require all persons making such use of the leased premises to know, observe, abide by and comply with its reasonable rules and regulations regarding the premises and use thereof, and it is specifically provided that Tenant may require payment of reasonable fees therefore, which fees may exceed the fees paid by members of the Golf Course but which shall at all times be reasonable fees and shall not be designated or effected to actually prohibit use by persons not members of the Golf Course.
- k. Budget/City Council. The Tenant shall participate in the Landlord's annual budget process for all funding requests. Upon request the Tenant shall attend a City Council meeting and provide updates and input in regards to budget and allocation of funds.

ARTICLE VII
Personal Property

Landlord is the owner of certain personal property set forth and described on Exhibit "B" attached hereto and by this reference made a part hereof. As part of this Lease Agreement, Tenant can use the personal property set forth and described on Exhibit "B" attached hereto in the operation and maintenance of the Golf Course. The Tenant shall maintain at its own expense the personal property in good condition and repair and maintain said personal property in such manner as to prevent damage of any kind which might have been prevented by the exercise of proper care; to maintain the personal property in a safe and clean condition the costs of repairs and maintenance of said personal property shall be paid by the Tenant. The Tenant cannot sell, transfer or give away any of the personal property set forth and described on Exhibit "B" attached hereto without prior written permission from the Landlord. The Tenant shall provide liability insurance for anyone using said personal property and hold the Landlord harmless from any claims.

ARTICLE VIII
Prohibition on Assignment or Sublease

Tenant shall not, either totally or partially, assign or sublease, all or any part of this Lease, or all or any part of the premises leased hereunder.

ARTICLE IX
Enjoyment of the Site

Quiet Enjoyment. The Landlord hereby covenants that the Tenant shall during the term of this Lease Agreement peaceably and quietly have and hold and enjoy the existing leased premises without suit, trouble or hindrance from the Landlord, except as expressly required or permitted by this Lease Agreement. The Landlord shall not interfere with the quiet use and enjoyment of the existing facility by the Tenant during the term of this Lease Agreement. The Landlord shall, at the request of the Tenant, join and cooperate fully in any legal action in which the Tenant asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the existing facility. In addition, the Tenant may join in any legal action affecting its possession and enjoyment of the site and shall be joined in any action affecting its liabilities hereunder.

ARTICLE X
Notice

All notices provided for under this Lease Agreement shall be served, by certified mail, addressed as follows:

City of Lander
240 Lincoln Street
Lander, WY 82520

Lander Golf Course
P.O. Box 417
Lander, WY 82520

ARTICLE XI
Prohibition Against Discrimination

Tenant hereby covenants that it shall not, in the exercise of its rights otherwise granted in this instrument, discriminate against any person by reason of race, creed, color, religion, sex or national origin or violate any law of the United States of America promulgated with respect thereto.

ARTICLE XII
Default

This Lease Agreement may be terminated by Landlord at any time that Landlord may so desire, with or without cause, but in so doing a written notice of the termination shall be delivered to Tenant at the address set forth above and Tenant shall not be compelled to remove from the premises or surrender the premises until thirty (30) days after receipt of such notice.

ARTICLE XIII
Attorney's Fees and Costs

In any enforcement action by either party hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs thereof.

ARTICLE XIV
Liaison

The City shall appoint one individual to be the liaison between the City of Lander and the Tenant.

ARTICLE XV
Binding Effect

This Lease Agreement shall bind and inure to the benefit of the parties, their successors, heirs and assigns.

ARTICLE XVI
Severability

In the event that any provision of this Lease Agreement, except Articles IV and IX, shall be held invalid or unenforceable by a Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE XVII
Governmental Immunity

The City of Lander does not waive its Government Immunity, as provided by any applicable law including W.S. Section 1-39-101 et seq., by entering into this Lease Agreement. Further, the City of Lander fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease Agreement.

ARTICLE XVIII
Sale of Alcohol

The City of Lander and the Lander Golf Course agree that the Lander Golf Course may sell alcoholic or malt beverages upon the leased premises during the term of this lease.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties have set their hands hereto at Lander, Wyoming, on the day and date first above indicated.

THE CITY OF LANDER

BY: 
DEL MCOMIE, Mayor

The foregoing instrument was acknowledged before me this 26th day of November, 2018, by VAL LAYTON, President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.



Tami E Hitsheuw
Notary Public

My commission expires: 4-9-19

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing instrument was acknowledged before me this 26 day of November, 2018, by MIKE EAST, Vice President of the Lander Golf Course, a Wyoming corporation, on behalf of said corporation.

Witness my hand and official seal.



Tami E Hitsheuw
Notary Public

ATTEST:

Sarah E Edlund
SARAH EDLUND, Clerk

LANDER GOLF COURSE,

BY: Val Layton
VAL LAYTON, President

ATTEST:

Mike East
MIKE EAST, Vice President

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this 15 day of November, 2018, by DEL MCOMIE Mayor of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.



Tami E Hitsheuw
Notary Public

My commission expires: 4-9-19

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)

The foregoing Lease Agreement was acknowledged before me this 15 day of November, 2018, by SARAH EDLUND, Clerk of the City of Lander, on behalf of the City of Lander.

Witness my hand and official seal.



Tami E Hitsheuw
Notary Public

My commission expires: 4-9-19

STATE OF WYOMING)
) ss.
COUNTY OF FREMONT)