

CITY HANGAR LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this 14th day of May, 2024 by and between the City of Lander, a Municipal Corporation, of 240 Lincoln Street, Lander, Wyoming, hereinafter referred to as “Lessor” and Sam Rodgers and Abbi Rodgers, Wind River Aviation, an individual, of Lander, Fremont County, Wyoming, hereinafter referred to as “Lessee”.

RECITALS

WHEREAS, the City of Lander, a Wyoming municipal corporation, is the owner of certain real property as described herein, hereinafter “City Hangar”, located in the City of Lander, Fremont County, Wyoming; and

WHEREAS, the City of Lander has determined that it is in the City’s best interest to enter into this Lease; and

WHEREAS, the Lessor and the Lessee desire to enter into a lease agreement of City property for the purpose of maintaining and operating all the duties, functions, and operations of City Hangar upon the terms and conditions hereinafter set forth; and

TERMS AND CONDITIONS:

NOW, THEREFORE, in consideration of the following mutually agreed upon terms, covenants and agreements to be kept and performed by Lessee and Lessor, the parties hereto do mutually agree and covenant as follows:

1. RECITALS. The above recitals are incorporated herein and made a part of this lease as if restated in full.
2. DEMISED PREMISE. Lessor hereby leases to Lessee the building commonly known as the City Hangar, and the land upon which it is located, which is identified as 1520 Rodeo Drive, Number 300 at Hunt Field Airport.
3. TERM AND EARLY TERMINATION. The term of this Lease shall commence on May 14th, 2024 and terminate on December 31, 2029.

The lease will be for five (5) years with an automatic five (5) year extension if the Lessor has no objections.

The Lessor or Lessee may terminate this Agreement at any time during the term stated hereinabove by providing written notice of intent to terminate within One Hundred Eighty Days (180) of desired termination date.

The parties recognize that Lessee is involved in the aviation business and the above property is located on the airport. As such the term of this Lease is of benefit to the City to promote the stability and prosperity of the municipal airport.

4. RENT. Lessee shall pay to Lessor as rent the sum of One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month. Said rent shall be first paid on or before June 1, 2024 and continue thereafter on the first day of each calendar month thereafter during the term of this Lease.
5. USES OF PREMISES. Lessee hereby agrees that he shall only use the premises for this aviation repair business and for the storage of aircraft.
6. QUIET ENJOYMENT. Lessor covenants that it is seized of the real and personal property and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the demised premises during the term hereof and any extension hereof.

7. COMPLIANCE WITH LAWS. During the term hereof, Lessee shall comply with all applicable federal, state and local laws and any such non-compliance shall be deemed a breach of this Lease.
8. UTILITIES. All water, sewer, gas, electricity, telephone, trash, or other public utility services used on or provided to the premises described above shall be paid by Lessee.
9. MAJOR REPAIRS & MAINTENANCE. Lessee agrees to keep and maintain the building in good order and repair. Major repairs to the premises shall be at the discretion and paid for by the Lessor. Major repairs and maintenance shall include, but not be limited to exterior structure including roof and walls, HVAC systems, foundation, electrical and plumbing. Any repairs or improvements shall be first approved by the Public Works Director prior to being undertaken.
10. LIENS. Lessee shall keep the fee estate of the premises free and clear from all liens, including mechanic's, materials man's and other liens for work or labor furnished to the premises and should such lien be placed thereon, Lessee shall immediately cause the same to be released. Lessee further agrees to fully indemnify Lessor from any damages or costs associated with any such lien, including reasonable attorney's fees.
11. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. Lessee shall not improve or alter the demised premises in any manner without written consent of Lessor, but shall before making any improvements or alterations, submit plans or designs therefore to Lessor for approval. All improvements or alterations, submit plans or designs therefore to Lessor for approval. All improvements or alterations erected or made on the leased premises shall, on expiration or sooner termination of this Lease, belong to Lessor without compensation to Lessee, except for Lessee's personal property; provided, however, that Lessor shall the option, to be exercised in the sole discretion of Lessor on the expiration r sooner termination of this Lease, to require Lessee to remove any or all such improvements or alterations.
12. INDEMNIFICATION OF LESSOR. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person whosoever may at any time be using or occupying or visiting the demised premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of Lessee or of any occupant, subtenant, visitor or user of any portion of the premises or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind that the matter or things above set forth, and Lessee shall indemnify Lessor against all damage. Lessee hereby waives all claims against Lessor for damages to the building and improvements that are now on or hereafter placed or built on the premises and to the property of Lessee in, on or about the premises and for injuries to persons or property in or about the premises from any cause arising at any time during the term hereof. The two (2) preceding sentences shall not apply to loss, injury, death or damage arising by reason of the gross negligence of Lessor, its agents or employees.
13. INSURANCE AND TAXES. Lessee shall be responsible and pay for all costs of insurance for any property placed upon the premises or in the building and shall pay all taxes assessed against the premises, if any. Lessee shall be responsible for loss or damage to any of his personal property placed upon the premises. Lessor shall carry liability insurance on the building.

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 (\$2,000,000.00) 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. ACCESS TO PREMISES. Lessee shall permit Lessor or its agents to enter upon the leased premises at all reasonable times to inspect the premises or to make repairs that Lessor is obligated to make, pursuant to the terms herein. During the last four (4) months of the term created herein, Lessor may show the premises to person(s) wishing to rent the premises.
15. HOLDING OVER. If Lessee remains in possession of the premises after expiration of the term hereof, with Lessor's acquiescence without any express agreement of the parties, Lessee shall be a tenant-at-will at the rental rate in effect at the end of the lease term and there shall be no renewal of the Lease by operation of law.
16. OWNERSHIP OF IMPROVEMENTS. Upon termination of this Lease, Lessee shall have the right to remove any improvements placed on the premises for a period of thirty (30) days from the date of termination, provided that the premises is left in the same or better condition as when Lessee took possession. Thereafter, all improvements remaining on the property shall become the property of Lessor.
17. BANKRUPTCY. If at any time during the term hereof proceedings in bankruptcy shall be instituted by or against Lessee which results in an adjudication of bankruptcy as to Lessee or if Lessee makes an assignment for the benefit of creditors, Lessor may, at its option in either or any of such events, immediately take possession of the leased premises and terminate this lease. Upon such termination, all installments of rent earned to the date of termination and unpaid shall at once become due and payable and in addition thereto, Lessor shall have all rights provided by the bankruptcy laws to the proof of claims on an anticipatory breach of any executory contract.
18. GARBAGE. Lessee specifically agrees to remove from the premises all rubbish, garbage and other waste within a reasonable time and keep said premises in a clean and sanitary condition.

19. DEFAULT AND TERMINATION.

- a. If Lessee defaults in the performance of any terms of this Agreement and that default remains for a period of thirty (30) days after written notice of default to Lessee at Lessee's address above, Lessor may terminate this Agreement or declare the full amount of rent remaining to be paid hereunder due and, in the former event, may re-enter and repossess all of the premises, with process of law, and remove Lessee and require Lessee to remove the building and personal property from the premises. Lessor may also use any manner allowed by law to regain possession of the premises including but not limited to forcible entry and detainer under the laws of the State of Wyoming and Lessee shall be subject to eviction and removal with process of law. Lessor shall also be entitled to recover all costs, rental fees, attorney fees and expenses due Lessor by Lessee.
- b. Upon termination of this Agreement, whether by expiration of the term or through termination, the Lessee shall within sixty (60) days from date of notice remove all personal property from the premises. If Lessee does not remove such property within sixty (60) days after the termination or expiration of this Agreement, Lessor may sue Lessee in any manner allowed by law to evict Lessee and such property including but not limited to forcible entry and detainer and eviction. Lessor shall have a lien on such property and may foreclose on the same pursuant to the laws of the State of Wyoming.

- c. Neither party shall be held to be in breach of the Agreement because of any failure to perform any of its obligations hereunder if said failure is due to any cause for which it is not responsible and over which it has no control. However, this shall not apply to failure by Lessee to pay rental fees or other charges pursuant to this Agreement.
 - d. Upon termination or expiration of this Agreement, and provided a new lease is not negotiated pursuant to the terms of this Agreement, said Lessee agrees to surrender and deliver up possession of the premises to Lessor, and Lessee shall have the right to remove the building from the premises providing it leaves the premises in the same or better condition as when entered upon by Lessee; in the event Lessee does not remove the building within a period of one hundred eighty (180) days after the termination or expiration of this Agreement Lessor may sue Lessee in any manner allowed by law to evict Lessee and Lessee's building from the land including but not limited to forcible entry and detainer and eviction. "Same or better condition" means that the building foundation, floor or apron should be left in-place if it is in suitable condition for use with a new building but should be removed from the premises if it is not.
 - e. This Agreement may also be terminated upon mutual written agreement by the parties.
 - f. The parties are entitled to all rights pursuant to the laws of the State of Wyoming regarding unlawful entry and detainer, the foreclosure of liens, and the power of eminent domain.
20. ATTORNEY'S FEES. In the event this Lease Agreement is placed in the hands of an attorney for collection of rental fees or any damages, or any portion thereof, due to becoming due hereunder, or to take possession of the premises, or to enforce compliance with the Lease Agreement, or for failure to observe any of the covenants of this Lease Agreement, or for Lessor's defense of any claim arising out of Lessee's omission or negligence, the Lessee agrees to pay the Lessor's reasonable attorney's fees, costs incurred by Lessor's attorney and Court costs.

21. ADDITIONAL COVENANTS.

- A. NON-ASSIGNMENT. This lease or any part hereof cannot be and shall not be assigned by Lessee to any other person, association or corporation.
- B. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all of its provisions.
- C. COMPLIANCE WITH LAWS. Lessee shall comply with all applicable municipal, state and federal ordinances, laws, rules and regulations as they are now in effect or hereinafter enacted.
- D. MODIFICATION. No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- E. NONWAIVER. Any waiver by Lessor of any breach of any covenant herein to be kept and performed by Lessee shall not be deemed as a continuing waiver and shall not operate to prevent Lessor from declaring a forfeiture for any succeeding breach, either of the same or other covenant.
- F. CORPORATIONS. If this Lease Agreement is entered into by a corporation, the signing officers warrant and represent that they have the

authority to bind the corporation to this Lease and agree to provide Lessor with a certified copy of the resolution allowing the same.

- G. RETENTION OF GOVERNMENTAL IMMUNITY. By entering into this Lease Agreement, Lessor does not waive its Governmental Immunity, as provided by any applicable law, including W.S. 1-39-101 et seq, and retains all immunities and defenses provided by law with regards to any actions, whether in tort, contract or any other theory of law. This Lease Agreement is for the sole benefit of the parties and is not intended to be for the benefit of any other third party or entity.
- H. WYOMING LAW. This Agreement shall be construed in accordance with the laws of the State of Wyoming.
- I. SEVERABILITY. If a provision of this Agreement shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- J. NO THIRD-PARTY BENEFICIARY INTENDED. This Agreement is for the benefit of the parties hereto and is not intended for the benefit of any third party.
- K. HEADINGS. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.
- L. ENTIRE AGREEMENT. This document constitutes the entire agreement of the parties and supersedes all prior agreements between the parties covering the subject matter hereof.

[SIGNATURES ON FOLLOWING PAGE]

By signing below the parties agree to the above terms. Additionally, any person signing certifies that he or she has been properly authorized to enter into this Agreement by his or her respective party. All covenants, stipulations and agreements in this Lease Agreement shall extend to and bind the heirs, legal representatives, successors and assigns of the parties.

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

THE CITY OF LANDER,
A municipal corporation, Lessor

BY: _____
MAYOR

ATTEST

CITY CLERK

LESSEE

BY: _____

Print Name

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ___ day of _____, 2024, _____, Mayor, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ___ day of _____, 2024, _____, City Clerk, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ___ day of _____, 2019, _____ personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING)
) SS:
COUNTY OF FREMONT)

NOTARY

I hereby certify that, on this ___ day of _____, 2024, _____ personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

NOTARY PUBLIC

My Commission expires:

