

**LEASE AGREEMENT BETWEEN THE CITY OF LANDER
AND THE HOUSING AUTHORITY OF THE CITY OF LANDER**

THIS LEASE AGREEMENT is made this ___ day of _____, 2023, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wy 82520, hereinafter referred to as “Lessor,” and the HOUSING AUTHORITY OF CITY OF LANDER (Authority), of Lander, Wyoming, hereinafter referred to as “Lessee.” City and the Authority shall collectively be known herein as the “Parties.”

RECITALS

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

WHEREAS, the Governing body enacted Resolution 1203 authorizing the Authority to own and operate an Assisted Living/Memory Care facility on May 11, 2021, to meet the healthcare needs of its citizens, and

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

WHEREAS, the Lessor and the Lessee desire to enter into a long-term lease agreement of City property for the purpose of maintaining and operating all the duties, functions, and operations of Table Mountain Living Community (TMLC) 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. **PREMISES.** Lessee acknowledges and understands that this lease is for real property (land) only. Lessor acknowledges that Lessee is the owner of the Building on the premises. The Lessor does hereby lease, let and demise unto the Lessee all real property within the Table Mountain Subdivision, Exhibit “A”, which is attached and incorporated herein, together with the right of ingress and egress. Lessee accepts the premises “AS IS” without any express or implied warranties as to its condition or fitness for a particular purpose.
3. **PRIMARY PURPOSE.** This agreement authorizes the Lessee to use the property for the primary purpose of building Table Mountain Living Community, a memory care and long term

care facility and related activities. Primary purpose is defined as that which is first in intention, and which is fundamental. Also defined as the principal or fixed intention with which an act or course of conduct is undertaken.

4. **TERM.** Subject to the terms and provisions of this lease, the term of this lease shall be for the period of thirty (30) years, commencing on the _____ day of _____ 2023, and terminating on the ____ day of _____ 2053, unless sooner terminated for any of the reasons set forth in this Lease. Thereafter, this Agreement shall be re-written for a longer period as determined by the Lessee and Lessor. This Agreement will only terminate with Ninety (90) days written notice to the other party.

5. **RENTAL FEE.** Lessee shall pay to Lessor \$500 annually. Said payment shall be made on or before the 15th day of September, 2023. Like payments are to be made annually on or before the 15th day of September. After the rental lease expires, a new lease may be renegotiated or changed as mutually agreed upon by both parties.

6. **CONDITION OF PREMISES.** Lessee covenants with the Lessor that Lessee has received the premises in good order and condition and at the expiration of the Lease, Lessee will yield up the premises to the Lessor, its successors or assigns, in as good order and condition as when the premises were entered upon by Lessee, ordinary wear excepted. Lessee also agrees to keep the premises in good repair and a neat and sanitary condition at all times during the term of the Lease at Lessee's own expense.

7. **PERMITTED USES OF PREMISES.** The use of the leased premises shall primarily be for purposes associated with placement and management of TMLC health care facility and other uses as deemed appropriate by Lessee. The Lessee shall have the right to occupy and use the premises for the purpose of maintaining and operating all the duties, functions, and operations of TMLC. Parties agree that the Authority shall acquire and maintain all licensure required from the Wyoming Department of Health to provide the permitted use.

8. **UNLAWFUL OR DANGEROUS ACTIVITY.** Lessee expressly agrees: Lessee shall neither use nor occupy the Premises, or any part thereof, for any unlawful or disreputable purpose nor operate the Premises or conduct TMLC business in a manner constituting a nuisance of any kind nor any non-permitted use. The Authority shall immediately, upon discovery of any unlawful or disreputable use, take action to halt such activity.

9. **INSURANCE AND INDEMNIFICATION.** Lessee shall obtain and maintain continuously in effect at all times during the term of this lease agreement and all renewals, at Lessee's sole expense, general 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), and an aggregate limit amount of Two Million Dollars and no/100 (\$2,000,000.00). Lessee shall provide in each policy that the insurance company or companies immediately send Lessor a copy of said policy and all renewal and

cancellation notices. Failure to submit such proof of insurance shall be sufficient grounds to terminate this lease agreement. Lessee bears sole risk of loss to the building and all personal property on the premises. Lessor shall not be responsible for any damage or injury to Lessee, employees, agents, or guests of Lessee, or property of Lessee, arising out of the occupancy of the premises. Lessee shall indemnify and hold harmless the Lessor and Lander City Council members, employees, and agents of Lessor against any and all claims for loss or damage occasioned by or arising out of, direct or indirect, rental or occupancy of said building and the use of said building. Such indemnification shall include any cost to Lessor, including court costs and attorney fees, in defending any claim against Lessor. Lessee promises and agrees to pay to Lessor any damage to the leased premises arising out of Lessee's rental or occupancy of the premises.

10. **UTILITIES.** Lessee is responsible for all utilities consumed or used at the premises. All utility arrangements, including hook up payments, surveying, etc., shall be the sole responsibility of the Lessee. Lessee agrees to assure that all utility accommodations and arrangements conform to all applicable laws.

11. **WEEDS/GRASS/DEBRIS AND PROPERTY.** Lessee shall keep the premises neat, clean, safe and orderly at all times, free of animal waste, trash, rubbish and debris. Weeds, grass and debris will be controlled by Lessee within the leased area to the satisfaction of the Lessor. Lessee is responsible for the sanitary and safe removal of all trash and hazardous materials to an off-property site.

12. **INSPECTION.** Lessee agrees, and such is a condition of this lease, that Lessee will at all times keep the premises clean, and all buildings and other structures thereon in good condition and repair, and comply with the laws, ordinances and regulations. Lessor, its agents, and representatives, shall have an unrestrictive right to enter the leased premises for the purpose of inspection for compliance with the terms of the Lease, upon a twenty-four (24) hour notice to Lessee. Access entry may be needed or emergencies. Lessor retains such right of entry and Lessee holds Lessor harmless for such entry.

13. **ADDRESSES FOR NOTICES.** Any notices shall be sent to the Lessor at the following address:

CITY OF LANDER
240 Lincoln St.
Lander, Wy 82520

All notices to the Lessee shall be sent to:

LANDER HOUSING AUTHORITY
240 Lincoln St
Lander, WY 82520

14. **NON-ASSIGNMENT.** Lessee shall not assign this lease, nor shall Lessee sublet the premises to third parties or any part thereof or allow any other third party to lease in exchange for rent or other compensation without the approval of Lessor. Neither this Lease nor any interest herein nor any estate created hereby shall pass to any trustee or receiver in bankruptcy or to any other receiver or assignee for the benefit of creditors or in any other way by operation of law.

15. **ENVIRONMENTAL.** Lessee, for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that Lessee shall not dispose of, nor allow any disposal, spill, leakage, burial or other form of disposition of or contamination by any substance on the leased premises, which substance is listed at the time as hazardous or potentially hazardous by or under the United States Environmental Quality regulations, and further that Lessee shall indemnify and hold Lessor harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from Lessee disposing of such substance on or allowing any leakage, spill, burial or other form of disposition of or contamination by such substance on the leased premises.

16. **TAXES.** Lessee is responsible for any and all of their own taxes or assessments for personal property.

17. **BREACH-OTHER THAN NON-PAYMENT OF MONEY.** If either party shall breach the terms of this Lease by failing to perform, keep or observe any of the terms, covenants or conditions herein contained, except for the failure to pay amounts due hereunder, including but not limited to the lease payments called for above, the following terms shall apply.

- A. **Notice.** The non-breaching party may give notice to correct such condition or cure such default.
- B. **Election to Terminate.** If such condition or default continues for thirty (30) days after delivery of such notice, the non-breaching party may sue to enforce the terms of this Lease or may give notice of its election to terminate this Lease. Twenty (20) days after such termination notice, this Lease shall cease and terminate.
- C. **Non-Waiver.** Such election to terminate by the non-breaching party shall not be construed as a waiver of any claims it may have against the breaching party. If, however, such default is of such nature that it cannot be cured by the payment of money or cannot physically be corrected within thirty (30) days, and if the party in default shall promptly commence to remedy such default after receipt of such notice and shall continuously and diligently proceed in good faith to eliminate such default, the period for correction shall be extended for such length of time as is reasonably necessary to complete the same.
- D. **Breach-Non-Payment of Money.** In the event of any default by Lessee in the payment of rent or other amount payable hereunder, the following terms shall apply:
 - i. **Notice.** Any time ten (10) days after said payments are due, Lessor may give Lessee a thirty (30) day notice to pay all sums then due, owing, and unpaid.

- ii. **Termination.** If such payments are not made within thirty (30) days after notice, this Lease and Lessee's rights hereunder shall, at the election of the Lessor, forthwith terminate.
- iii. **Emergency Declarations.** If the City, County, or State is under a disaster declaration and such declaration prohibits the Lessee's ability to hold their events, which therefore affects the Lessee's ability to pay rent, such rent due may be negotiated between the Lessor and Lessee.

18. 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 of 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, and 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 y 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

sustainable 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.

19. **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.

20. **ADDITIONAL COVENANTS:**

- A. **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.
- B. **MODIFICATION:** No modification of the terms of this Agreement shall be effective unless such modification is in writing, signed and dated by the parties.
- C. **NONWAIVER:** Any waiver by Lessor or 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.
- D. **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.
- E. **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.
- F. **WYOMING LAW:** This agreement shall be construed in accordance with the laws of the State of Wyoming.
- G. **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.
- H. **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.

- I. **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.
- J. **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]

SIGNATURES

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 _____, 2023.

THE CITY OF LANDER
A municipal corporation,
Lessor

BY: _____
MAYOR

ATTEST:

CITY CLERK

HOUSING AUTHORITY OF CITY OF LANDER,
Lessee

BY: _____
Janeira Hart, **PRESIDENT**

ATTEST:

Cora Lee Reynolds, SECRETARY

STATE OF WYOMING)

COUNTY OF FREMONT) SS.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, Mayor, who 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)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, City Clerk, who 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)

COUNTY OF FREMONT) SS.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, AUTHORITY PRESIDENT, who 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)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, _____, AUTHORITY SECRETARY, who personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal.

Notary Public
My commission expires:_____

EXHIBIT A

