

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the **Kim A. Wood, Michael A. Williamson, Esther L. Wood, and Lynn M. Williamson**, hereinafter collectively referred to as "Lessor," and the **Town of Saratoga**, a Wyoming municipality, hereinafter referred to as "Lessee,"

W I T N E S S E T H:

WHEREAS, Lessee desires to lease from Lessor certain real property in Saratoga, Carbon County, Wyoming; and

WHEREAS, Lessor is the owner of said property and desires to lease said real property to Lessee;

NOW, THEREFORE, for and in consideration of the maintenance, upkeep, and keeping in performance of the written covenants by Lessee, Lessor hereby leases unto Lessee the following described premises:

The premises designated and highlighted in Exhibit A, commonly known as the "Wood's Baseball Fields", more specifically described on Exhibit A attached hereto and incorporated herein by reference which Exhibit A is attached hereto and made a part hereof, together with any other improvements located thereon, and together with the right to use all adjoining parking areas, driveways, sidewalks, roads, alleys and means of ingress or egress, insofar as Lessor has the power to lease or license the use thereof. Lessee shall maintain access through the leased premises at all times along former rights of way known as N. Fourth St. and Hugus St. The purpose of this access is to provide access

Said lease agreement shall be entered into between the parties upon the following terms and conditions.

1. Term. The term hereof shall commence on October 1, 2023, and continue until September 30, 2028, unless otherwise terminated as provided herein. This lease may not be canceled by either party without consent of the other party unless there has been a violation of the terms and conditions stated herein.

This lease shall be reviewed and agreed to every five (5) years unless Lessee or Lessor provides the respective party with written notice of intent not to renew at least thirty (30) days prior to the expiration date. All other terms and conditions herein shall continue to be binding on the parties during any renewal period.

2. Rent. In lieu of rent, Lessee shall be solely responsible for all care, maintenance, and upkeep of the leased premises.

3. **Termination.** This lease agreement may not be canceled by either party, except as otherwise provided herein or in the event of default of either party hereunder.

4. **Utilities and Real and Personal Property Taxes.** All utilities, including but not limited to water, electric, sewer, and gas, shall be placed in the name of Lessee and paid by the Lessee, and Lessee shall provide Lessor with written proof of timely payment of the same, upon request during the term or any renewal hereof.

Lessor shall be responsible for all real property taxes on the leased premises.

5. **Use.** Lessee shall not allow the leased premises to be used for any unlawful purpose or in violation of any town, county or state laws or regulations.

6. **Assignment and Subletting, Liens, and Guarantee.** Lessee shall not assign this lease agreement or sublet any portion of the premises without the prior express written consent of the Lessor. The Lessee agrees that it shall not and will not suffer or permit a mechanic's lien or any other type of lien to attach to or be against or upon the aforesaid leased premises.

7. **Maintenance, Repairs and Alterations.** Lessee shall, at its own expense and at all times and except as otherwise provided herein, maintain the leased premises in good, clean, sanitary, and safe condition. Lessee shall be solely responsible for the cost of weed, as well as snow removal during the term hereof.

Lessee shall not make any permanent structural improvements or modifications without the prior written consent of Lessor. Prior to the commencement of any substantial repair, improvement, modification or alteration, Lessee shall give Lessor at least fourteen (14) days' prior written notice, except as otherwise provided herein, and shall obtain Lessor's written consent for said improvement or modification.

8. **Quiet Enjoyment.** Lessor covenants that the Lessee, upon paying the upkeep and maintenance of the premises as herein provided and keeping and performing all of the terms, conditions, covenants, and provisions herein contained on the part of Lessee to be kept and performed, shall and may peaceably and quietly have, and hold and enjoy said premises for the term hereof, without hindrance or molestation by the Lessor or any person lawfully claiming by, through or under the Lessor. Lessor agrees to protect Lessee against the claims of any party or parties should any contests ever arise as to ownership of the premises or Lessor's right to enter into the lease agreement herein. Lessee agrees the sole purpose of the leased property shall be used for community sporting events unless otherwise agreed upon by Lessee and Lessor with reasonable notification and mutual agreement.

9. **Ordinances and statutes.** Lessor and Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee or the ownership thereof by Lessor.

10. **Entry and inspection by Lessor.** Lessor shall give reasonable notice to Lessee of any intended entry and inspection by Lessor, and the same shall be scheduled at a time reasonably convenient to Lessee and which shall not interrupt or interfere with the conduct of Lessee's business upon the premises.

11. **Signs.** Lessee may install signs on the premises at its own expense. Lessee shall at all times have the consent of Lessor to maintain Lessee's sign and to have the non-exclusive use and possession of such portion of the premises as shall be necessary for Lessee to have access to any such sign. Lessee's signs shall at all times remain the property of Lessee and Lessee shall remove any and all signs at the termination hereof. Lessor shall not be responsible for any liability claims, property or injury, that occurs on non-leased property during access to or maintenance of the leased property, including maintenance to signs, fencing, buildings, or other property.

12. **Trade fixtures.** Any and all improvements made to the leased premises of a permanent nature prior to the term hereof or during the term hereof shall belong to the Lessor and shall be deemed leasehold improvements for the purposes of this lease. Fixtures of a permanent nature shall also be the property of the Lessor. Fixtures of a non-permanent nature shall be the property of the Lessee. It is understood and agreed that any signs and sign standards installed otherwise on the leased premises by Lessee, shall remain Lessee's property and may be removed by Lessee at any time; provided, nevertheless, that Lessee shall repair or pay for all repairs necessary for damages to the premises occasioned by such removal. Lessee shall be required to remove all Lessee's fixtures, equipment, and signs at the termination hereof and to repair any damages caused thereby.

13. **Destruction of the Leased Premises.**

a. **Total Destruction.** Except in the event that total destruction is caused by Lessee's or its employee's, agent's, or officer's negligent or willful acts, then if the Leased Premises, or improvements thereon, should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall terminate, effective as of the date of said written notification. If said damage is caused by Lessee's or its employee's, agent's or officer's negligent or willful acts, Lessee shall be solely responsible for all repair and expenses and this lease shall not terminate.

b. **Partial Damage.** (i) Except in the event that partial destruction is caused by Lessee's or its employee's, agent's, or officer's negligent or willful acts, then if the Leased Premises, or improvements thereon, should be damaged by fire, tornado, or other casualty, to such an extent that rebuilding or repairs can reasonably be completed within sixty (60) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall not terminate. If Lessee fails to rebuild or repair damaged property within sixty (60) days, lease will be automatically terminated. If the casualty occurs during the final two (2) months of the original lease term, or any renewal term, Lessor shall not be required to rebuild or repair such damage. (ii) If said damage is caused by Lessee's or its employee's, agent's or officer's negligent or willful acts, Lessee shall be solely responsible for all repair and/or rebuilding expenses and this lease shall not terminate.

14. Default. Lessee or Lessor shall be in default of this lease agreement if any one of the following occurs:

- a. the Lessee deserts or vacates the leased premises; or
- b. Lessee or Lessor breaches any of the terms of the lease agreement as contained herein.

15. Remedies Upon Default. If either party is in default, the non-defaulting party shall give written notice by certified mail or hand delivery of the default to the other party at the address shown below (or if hand delivered in person to said party).

If within a fifteen (15) day period of the date of the mailing or hand delivery of said notice of default, the defaulting party corrects said default as set forth in the notice, or the contractual obligation then in default, then this lease shall be reinstated, and this lease agreement shall continue the same as if no default has occurred.

If the defaulting party fails or neglects to correct or make good such default as set forth in said notice of default within fifteen (15) days after the date of mailing of said notice, then and in that event the non-defaulting party may, at its election, terminate this lease. Either party shall have the right to proceed under any remedy at law or in equity, occasioned by a default hereunder.

16. Attorney's Fees. It is mutually agreed that in the event that either of the respective parties hereto shall breach or default in any of the covenants herein so as to require the party not in default to commence legal or equitable action against the other party, or retain counsel to enforce the terms hereof, the non-prevailing party agrees to pay all reasonable expenses of said action or litigation, including all reasonable attorney's fees and costs incurred by the party not in default.

17. Notices. Any notice which either party may give, or is required to give, may be given by mailing the same, certified mail, to Lessee or to Lessor at the address shown below, or at such other places as may be designed by the parties from time to time.

Lessor:

Kim A. Wood
Esther L. Wood
22408 W. Madre Del Oro Drive
Wittmann, Arizona 85361-8656

Lynn M. Williamson
Michael A. Williamson
15319 Indian Pain Circle
Bluffdale, Utah 84065

Lessee:

Town of Saratoga
P.O. Box 486
Saratoga, Wyoming 82331

With a copy to:

Kylie M. Waldrip
Attorney for Town of Saratoga
P.O. Box 998
Rawlins, Wyoming 82301

Notice of change of address shall be treated as any other notice.

18. Entire Agreement. This lease agreement supersedes all prior agreements and understandings and sets forth the entire understanding of the parties and may not be changed or terminated orally, and no attempted change, termination or waiver of the provisions hereof shall be binding unless in writing and signed by all the parties hereto.

19. Amendments. Any changes, modifications, revisions, or amendments to this Lease which are mutually agreed upon by the parties to this Lease shall be incorporated by written instrument, executed by all parties to this Lease.

20. Force Majeure. Neither party shall be liable for failure to perform under this lease agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event and takes all reasonable steps to minimize delays.

21. Wyoming Governmental Claims Act. The Town is protected by the Wyoming Governmental Claims Act, Wyo. Stat. 1-39-101, *et seq.* Town of Saratoga does not waive its governmental immunity by entering into this lease agreement, and fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this lease agreement.

22. Parties in Interest. This lease agreement shall inure to the benefit of and be binding upon the parties named herein and their respective personal representatives, successors, and assigns; nothing in this lease agreement, expressed or implied, is intended to confer upon any other person, any rights or remedies under or by reason of this lease agreement.

23. Construction. This lease agreement shall be governed and construed according to the laws of the State of Wyoming. All captions of sections are for convenience only. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

24. Recitals. The parties agree that the recitals first set forth hereinabove are words of contract and not mere words of introduction.

25. Representations and Fees. The parties herein acknowledge that the firm of Kylie M. Waldrip, P.C., represents the Lessee in this transaction, and the Lessor has been advised of their right to retain their own attorney for their personal representation.

26. Gender and Number. Unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Lessor:

DocuSigned by:

Kim A. Wood

DocuSigned by:

Michael A. Williamson

DocuSigned by:

Esther L. Wood

DocuSigned by:

Lynn M. Williamson

Lessee:

Town of Saratoga

BY: _____
Chuck Davis, Mayor

Exhibit A

Lots 1-10 and 15-24 of, Block 16, Saratoga Real Estate and Improvement company's First Addition to the Town of Saratoga, Carbon County, Wyoming, and Lots 1-11, East ½ lots 12 and 13, Lots 14-24 of, Block 15, Saratoga Real Estate and Improvement company's First Addition to the Town of Saratoga, Carbon County, Wyoming, and North 1/3 of Lots 1 through 6, inclusive, Block 14, Saratoga Real Estate and Improvement company's First Addition to the Town of Saratoga, Carbon County, Wyoming. Exempting therefrom; STRIP OF LAND 30 FEET WIDE, WITHIN BLOCK 16 OF THE SARATOGA REAL ESTATE AND IMPROVEMENT COMPANY'S FIRST ADDITION TO SARATOGA, CARBON COUNTY, WYOMING, THE CENTERLINE OF SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:BEGINNING AT A POINT ON THE NORTH LINE OF SAID BLOCK 16, BEING ALSO ON THE CENTERLINE OF SECTION 11, T.17N. R.84W., 6TH P.M., CARBON COUNTY, WYOMING, LOCATED 3213.29 FEET FROM THE WEST ¼ CORNER OF SAID SECTION 11 AND 2110.71 FEET FROM THE EAST ¼ CORNER OF SAID SECTION 11; THENCE S72°35'37"E., 169.74 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTH AND HAVING A RADIUS OF 155 FEET; THENCE ON AND ALONG SAID CURVE, AN ARC LENGTH OF 144.87 FEET, THE CHORD OF WHICH BEARS S.45°49'06"E, 139.65 FEET; THENCE S.19°02'35"E., 33.32 FEET TO THE EASTLINE OF BLOCK 16 AND THE POINT OF TERMINATION; SAID STRIP CONTAINING 0.24 ACRES.

Leese shall maintain access through the above described leased premises at all times through former rights of way known as N. Fourth St. and Hugus St. Directly adjacent to the premise described above. The purpose of this access is to provide access to Lessor residence located directly west of the leased premise.

1. BOUNDARIES FOR LOTS AND BLOCKS SHOWN ARE APPROXIMATED BASED ON A BEST FIT OF PLATTED DIMENSIONS TO THE NEAREST AVAILABLE SURVEY DATA.
2. WHILE HIGH ACCURACIES BETWEEN THE SHOWN BOUNDARIES AND THE AERIAL IMAGERY ARE EXPECTED, THEY ARE NOT GUARANTEED WITHOUT PERFORMING A FULL SURVEY OF THE BOUNDARIES SHOWN HEREON.

FOR DISCUSSION
03/27/2024
DRAFT

