

OPEN SPACE LEASE

LEASE AGREEMENT MADE this ____ day of _____, 20____ by and between the City of Rock Springs, a Wyoming Municipal Corporation whose address is 212 D Street, Rock Springs, Wyoming (hereinafter *Lessor*), and X (hereinafter *Lessee*).

WHEREAS, Lessor is the owner of certain parcel of undescribed real property located within the City of Rock Springs, designated as "open space" and situated between Lot 20 and Lot 21 of the Johnson PUD Subdivision, as specifically depicted in "Exhibit A", attached hereto and by this reference made a part hereof; and,

WHEREAS, the real property is presently unimproved and is not presently suitable for any use; and,

WHEREAS, Lessee desires to lease the parcel from the City of Rock Springs for purposes of outdoor RV parking and storage for himself and neighborhood residents.

NOW, THEREFORE, In consideration of their mutual covenants and benefits, the parties hereby agree as follows:

A. Term.

The Lessor hereby leases to Lessee the vacant parcel described in the attached "Exhibit A" for a period of two (2) years commencing on or about the ____ day of _____, 2019. This lease will renew automatically thereafter from year to year with the right of either party at any time during the initial or any renewal period to cancel this lease upon 30 days' written notice of cancellation.

B. Rent.

Lessee shall pay to Lessor as and for the rent of the Premises, the sum of Ten Dollars (\$10.00) per year payable annually in advance. The rent for the first Lease Year shall be due and payable on the date of execution of this Lease. For subsequent Lease Years, the rent shall be due and payable on the first day of [name of month] of each year.

C. Use of premises.

The premises shall be used by Lessee for the exclusive purpose of parking recreational vehicles. Lessee agrees that it will not permit the parking of unlicensed or inoperable vehicles, or for storage of any kind. Furthermore, Lessee shall not use the Premises for any unlawful purpose. Lessee shall comply with all laws, ordinances, rules, regulations and orders of all duly constituted authorities, present or future, which apply to Lessee's use of the Premises. Lessee agrees to comply with reasonable rules and regulations issued by Lessor from time to time concerning the use of the parking area.

D. Maintenance of premises.

Lessee shall accept possession of the leased parcel in its present condition and if any surfacing, resurfacing, or surface repairs are required in order to use the parcel as a parking area, Lessee agrees at its sole expense to properly make such resurfacing and repairs and thereafter continue to maintain the entire parking area in good condition and repair. The Lessee guarantees that the parcel will not be used as a parking area until the Lessee has done all things necessary to bring the parcel into compliance with all zoning ordinances of the City of Rock Springs necessary for such use, including but not limited to, grading, draining, lighting, and surfacing the entire parking area. Following installation of all necessary improvements and resurfacing, and during the term or any extensions thereof, Lessee shall cause the parking area to be properly operated and maintained. All entrances, exits, driveways, and walkways shall be kept in first class condition and state of repair, the operation and maintenance to include without limitation, lighting, striping, traffic control, removal of snow, ice, rubbish, and debris and surfacing and resurfacing with a hard surface. All improvements shall become the property of the Lessor. Lessee further agrees, at its expense, to keep the entire parking area free from snow and ice, and at all times to remove snow and ice promptly in order that the parking lot shall be clear of any such obstacles and to maintain the area in a clean, safe and healthy condition.

E. Mechanics Liens

Lessee shall keep the Premises free and clear of any and all liens, including, without limitation, those arising out of work performed, materials furnished, or obligations incurred by Lessee. Lessee shall not allow, permit or cause any mechanic's or other liens to arise or attach to the parcel and Lessee shall indemnify, defend and hold Lessor harmless from any such lien should one arise. In that event any such lien is filed against the parcel and not discharged or bonded over in a manner acceptable to Lessor and thereafter contested in good faith, within ninety (90) days after Lessor is notified thereof, Lessee shall be deemed in default under this Lease.

F. Indemnification of Lessor.

Lessee shall defend, indemnify and hold harmless Lessor and Lessor's employees and agents, from and against any and all costs, losses and expenses, liability, damages, settlements and claims for damages (including reasonable attorney's fees and the costs of defending any action) suffered, incurred or arising from or as a result of injury to or death of persons, or damage to or destruction of property, occurring (a) on the leased premises during the term, or (b) as the result of the actual negligence or willful acts or omissions of Lessee or any subtenant of Lessee, regardless of where such negligence, acts or omissions occurred. Lessee shall defend, indemnify and hold harmless Lessor and its employees and agents, and any other parties required to be indemnified by Lessor and its employees and agents, from and against any and all costs, losses and expenses, liability, damages, settlements and claims for damages (including reasonable attorney's fees and the costs of defending any action) arising out of the breach by Lessee of any of its agreements or obligations contained in this Lease.

G. Insurance

During the term, Lessee shall have in place a general liability insurance policy covering the parcel and Lessee's use or occupancy of the parcel with limits of liability per occurrence of not less than *One Million* Dollars (\$1,000,000.00) for injury to or death of persons and *One Million* Dollars for loss of or damage to property, or *One Million* Dollars combined single limit for injury to or death of persons and loss of or damage to property, which insurance shall provide contractual coverage of Lessee's liability to Lessor for the indemnity contained in Paragraph F.

H. Quiet enjoyment.

Lessor agrees that if Lessee shall perform all agreements to be performed on Lessee's part, Lessee shall at all times during the term of this lease have the peaceful and quiet enjoyment and possession of the said premises without hindrance from Lessor or any person or persons lawfully claiming said premises.

I. Default

Each of the following events shall be deemed to be a default by Lessee under this Lease:

1. Failure to pay rent
2. Failure to abide by any other term of this lease, including a failure to abide by city ordinances.

If Lessee fails to perform any of its obligations hereunder and such failure shall persist for a period of *thirty (30)* days after Lessor shall have given Lessee written notice of such failure, Lessor shall have an unfettered right to reenter the parcel. Furthermore, Lessee shall immediately surrender possession of said parcel to Lessor and any improvements installed upon the parcel shall become the property of Lessor.

Attest:

CITY OF ROCK SPRINGS, WYOMING, LESSOR,

CITY CLERK

MAYOR

(SEAL)

LESSEE

LESSEE SIGNATURE

State of Wyoming)
 : ss.
County of Sweetwater)

The foregoing instrument was subscribed, acknowledged and sworn to before me this _____ day of _____, 2019 by LESSEE, in the City of Rock Springs, Sweetwater County, Wyoming.

Witness my hand and official seal,

Notary Public

My Commission Expires _____

EXHIBIT A

