

2019
4/11/19

RESOLUTION NO. 2019-53

A RESOLUTION ACCEPTING AND APPROVING A LEASE BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND DJC PROPERTIES, LLC, AND DIRECTING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING AND MATTHEW L. MCBURNETT, AS CITY CLERK OF SAID CITY, TO EXECUTE SAID LEASE ON BEHALF OF SAID CITY.

WHEREAS, the City of Rock Springs, Wyoming, desire to enter into a lease with DJC Properties, LLC, of property located within the City of Rock Springs, the purpose for which leased premises shall be used for a Pocket Park; and,

WHEREAS, the term of said Lease would be for a 1 year period beginning on the 15th day of April 2019, and ending on the 15th day of April, 2020; and,

WHEREAS, the Governing Body of the City of Rock Springs has said Lease before it and has given it careful review and consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ROCK SPRINGS, STATE OF WYOMING:

Section 1. That the Lease with DJC Properties, LLC, of property located within the City of Rock Springs, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 1. That the Mayor of the City of Rock Springs is hereby authorized, empowered, and directed to execute said Lease on behalf of said City, and that the City Clerk of said City is hereby authorized and directed to attest to said Lease, and to attach to each duplicate original of said Lease a certified copy of this Resolution.

PASSED AND APPROVED this _____ day of _____, 2019.

President of the Council

Mayor

Attest:

City Clerk

LEASE

This lease is made this ____ day of _____, 2019, by and between the City of Rock Springs, Wyoming, a duly formed Wyoming Municipal Corporation (*hereinafter* Lessee) whose address is: 212 D. Street, Rock Springs, Wyoming 82901, and DJC Properties, LLC (*hereinafter* Lessor) whose address is 1785 New Mexico St. Green River, WY 82935.

Lessor, in consideration of the rent later specified to be paid by Lessee, as well as the covenants and agreements herein contained, does hereby lease to Lessee those certain premises located within the City of Rock Springs, County of Sweetwater, State of Wyoming, and more particularly described in EXHIBIT A, which is attached hereto and specifically incorporated into this lease by this reference.

To have and to hold unto the Lessee on the following terms and conditions:

1. TERM: The term of this lease shall be one year, beginning on the 15th day of April, 2019 and ending on the 15th day of April, 2020, except as otherwise subsequently provided herein. This lease shall hereafter be automatically renewed for an additional year term unless either the Lessor or the Lessee exercise their right to terminate this lease pursuant to paragraph 8 of this Lease.
2. RENTAL: Lessee agrees to pay to Lessor as rent for the premises the sum of One Dollar (\$1.00) per year for the full term of this lease. Said payment shall be due and payable on the 15th day of April in the year 2019, and on the same date in the subsequent year.
3. PURPOSE: The purpose for which the leased premises shall be used is for the establishment of a Pocket Park.
4. BUILDINGS AND IMPROVEMENTS: Lessee shall not make any permanent changes, alterations, or improvements, or construct any permanent buildings.
5. REPAIRS AND MAINTENANCE: Lessee shall be responsible for all costs associated with the establishment, maintenance and operation of the Pocket Park, including but not limited to: water sewer, utilities, and insurance. Lessee represents that Lessee has inspected and examined the demised premises and accept them in their present condition, and agree that Lessor shall not be required to make any improvements or repairs upon the demised premises, or within or upon any improvements thereon, or any part of them. Lessee agrees to make any and all improvements and repairs at Lessee's sole cost and expense, and agrees to keep the premises in safe and good order and condition at all times during the term of this lease, or at any sooner termination, the Lessee shall quit the demised premises and surrender possession of the premises peaceably and in as good order and condition as the premises were at the commencement of the term. Lessee

further agree to remove any garden structures and leave the premises free from all nuisances, dangerous and defective conditions.

6. ASSIGNMENT AND MORTGAGE: Neither the demised premises nor any portion of them, including the improvements or buildings erected thereon, shall be sublet, nor shall this lease, or any interest in it, be assigned, hypothecated or mortgaged by Lessee, without the written consent of Lessor, and any attempted assignment, subletting, hypothecation, or mortgaging of this lease shall be of no force or effect, and shall confer no rights upon any assignee, sublessee, mortgagee, or pledgee.
7. LIABILITIES: Lessee shall hold Lessor harmless from any loss, cost, or damage that may arise in connection with this lease or the use of the demised premises by the Lessee, its agents or employees, or any other person using the premises.
8. TERMINATION: Either party may terminate this agreement by providing written notice to the other, not less than thirty (30) days prior to the expiration of the initial or any renewal term of this Lease. Upon termination of this agreement, the Lessor shall have the right of immediate possession of the premises.
9. DEFAULT: In the event that Lessee shall be in default of any payment of any rent or in the performance of any of the terms or conditions agreed to be kept and performed by Lessee, then in that event, Lessor may terminate and end this lease, immediately, and Lessor may enter upon the demised premises and remove all persons and property.
10. NOTICES: Any notices that are required herein, or which either Lessor or Lessee may desire to serve upon the other, shall be in writing and shall be deemed served when delivered personally, or when deposited in the United States mail, postage prepaid, return receipt requested, and addressed to either the Lessee or Lessor at the addresses set forth above.
11. WAIVER: Waiver by Lessor of any default in performance by Lessee of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that or a subsequent default, and Lessor shall retain the right to exercise all of the rights provided to it herein.
12. COMPLIANCE WITH LAW: Lessee agrees to comply with all State, Federal, and local laws, ordinances and regulations that may pertain or apply to the demised premises.
13. ENTRY BY LESSOR: Lessee agrees that Lessor, its agents or employees, may enter upon the premises at any time during the term or any renewal thereof, for any reasonable purpose which is not injurious to Lessee' use of the premises.

14. SUCCESSORS IN INTEREST: All of the terms, covenants, and conditions contained herein shall continue, and bind all successors in interest of the Parties.

Dated this _____ day of _____, 2019.

ATTEST:

CITY OF ROCK SPRINGS,


City Clerk

By:

Mayor

DJC Properties, LLC,

By:



Jennifer Cuthbertson, Owner

EXHIBIT A

A PART OF LOT 30, BLOCK 3, OF THE NORTH ADDITION TO THE CITY OF ROCK SPRINGS, COUNTY OF SWEETWATER, STATE OF WYOMING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 30, OF BLOCK 3, THENCE SOUTH 24°18'00" EAST, ALONG THE EAST LINE OF BLOCK 3 (AND THE WEST LINE OF "M" STREET)(BASIS OF BEARINGS), A DISTANCE OF 51.03 FEET TO THE INTERSECTION OF THE NORTH LINE OF NORTH STREET; THENCE SOUTH 56°47'18" WEST, ALONG SAID NORTH LINE OF NORTH STREET, A DISTANCE OF 77.34 FEET TO THE TRUE POINT-OF-BEGINNING; THENCE CONTINUING SOUTH 56°47'18" WEST, ALONG THE SAID NORTH LINE OF NORTH STREET, A DISTANCE OF 15.06 FEET; THENCE NORTH 24°18'00" WEST, PARALLEL TO THE WEST LINE OF "M" STREET, DISTANCE OF 15.03 FEET; THENCE NORTH 65°42'00" EAST PARALLEL TO THE SOUTH LINE OF LOT 30, A DISTANCE OF 2.30 FEET; THENCE NORTH 24°18'00" WEST, PARALLEL TO THE WEST LINE OF "M" STREET, A DISTANCE OF 11.50 FEET; THENCE NORTH 65°42'00" EAST, PARALLEL TO THE SOUTH LINE OF LOT 30, A DISTANCE OF 1.73 FEET; THENCE NORTH 24°18'00" WEST, PARALLEL TO THE WEST LINE OF "M" STREET, A DISTANCE OF 8.88 FEET TO THE INTERSECTION OF THE SOUTH LINE OF LOT 30; THENCE NORTH 65°42'00" EAST ALONG THE SAID SOUTH LINE OF LOT 30, A DISTANCE OF 10.62 FEET; THENCE SOUTH 24°18'00" EAST, PARALLEL TO THE WEST LINE OF "M" STREET, A DISTANCE OF 33.10 FEET TO THE TRUE POINT-OF-BEGINNING.