

12/11/19

RESOLUTION NO. 2019-54

A RESOLUTION ACCEPTING AND APPROVING A LEASE BETWEEN THE CITY OF ROCK SPRINGS, WYOMING, THE ROCK SPRINGS URBAN RENEWAL AGENCY, AND WILLIAM MCCURTAIN, JAMES R. MCCURTAIN AND SCOTT MCCURTAIN, AND DIRECTING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, CHAD BANKS, AS MANAGER OF THE ROCK SPRINGS URBAN RENEWAL AGENCY, 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, Rock Springs Urban Renewal Agency, desire to enter into a lease with William McCurtain, James R. McCurtain and Scott McCurtain, of property located within the City of Rock Springs, the purpose for which leased premises shall be used is 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 William McCurtain, James R. McCurtain and Scott McCurtain, 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, and the Manager of the Urban Renewal Agency, are 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

Attest:

Mayor

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, the Rock Springs Urban Renewal Agency (*hereinafter* Lessees) whose address is: 212 D. Street, Rock Springs, Wyoming 82901; and, William McCurtain, James R. McCurtain, and Scott McCurtain (*hereinafter* Lessors) whose address is: 1 Wardell Court, Rock Springs, Wyoming 82901.

Lessors, in consideration of the rent later specified to be paid by Lessees, as well as the covenants and agreements herein contained, does hereby lease to Lessees 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 Lessees 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 Lessors or the Lessees exercise their right to terminate this lease pursuant to paragraph 8 of this Lease.
2. RENTAL: Lessees agree to pay to Lessors 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: Lessees shall not make any permanent changes, alterations, or improvements, or construct any permanent buildings.
5. REPAIRS AND MAINTENANCE: Lessees 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. Lessees represent that Lessees have inspected and examined the demised premises and accept them in their present condition, and agree that Lessors 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. Lessees agree to make any and all improvements and repairs at Lessees' 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 Lessees 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. Lessees 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 Lessees, without the written consent of Lessors, 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: Lessees shall hold Lessors harmless from any loss, cost, or damage that may arise in connection with this lease or the use of the demised premises by the Lessees, 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 Lessors 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 Lessees, then in that event, Lessors may terminate and end this lease, immediately, and Lessors may enter upon the demised premises and remove all persons and property.
10. NOTICES: Any notices that are required herein, or which either Lessors or Lessees 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 Lessees or Lessors at the addresses set forth above.
11. WAIVER: Waiver by Lessors of any default in performance by Lessees of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of that or subsequent default, and Lessors shall retain the right to exercise all of the rights provided to it herein.
12. COMPLIANCE WITH LAW: Lessees 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: Lessees agree that Lessors, their 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 Lessees' 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

ATTEST:

ROCK SPRINGS URBAN RENEWAL
AGENCY,

By:

Title: _____

Title: _____

William McCurtain

James R. McCurtain

Scott McCurtain

EXHIBIT A

Lot Numbered Thirty (30) in Block Numbered Three (3), EXCEPTING THEREFROM, the West thirty-five (35) Feet of Lot 30, of the North Addition to the city of Rock Springs, Sweetwater County, Wyoming;

AND

A tract of land described as follows: Beginning at a point which is the southeast corner of Block Numbered Three (3) of the North Addition to the City of Rock Springs, Wyoming, thence South 24°18' East a distance of 21.03 feet; thence South 56°47' West a distance of 88.09 feet; thence North 24°18' West a distance of 34.77 feet; thence North 65°42' East a distance of 87 feet to the point of the beginning;

AND

A tract of land described as follows: Beginning at a point from which the southeast corner of block Numbered three (3), in the North Addition to the City of Rock Springs, bears North 57°12'30" East a distance of 88.09 feet to a point; thence North 23°49'30" West along the easterly side of said Block extended southerly a distance of 21.03 feet to the southeast corner of Block Numbered Three (3), thence from said point of beginning South 57°12'30" West a distance of 4.05 feet to a point; thence North 23°49'30" West a distance of 15.05 feet to a point; thence North 57°12'30" East a distance of 2.3 feet to a point; thence North 23°49'30" West a distance of 11.5 feet to a point; thence North 66°10'30" East a distance of 1.73 to a point; thence South 23°49'30" East a distance of 26.27 feet to the point of the beginning; EXCEPTING THEREFROM that portion of the subject property conveyed to Raymond F. Venta, Jr. and Ann M. Venta, Husband and Wife, by Quitclaim Deed recorded April 1, 1985 in Book 761, Pages 236-237.

Together with all improvements thereon, and easements, appurtenances, and incidents belonging and appertaining thereto.