

AMS  
9/11/19

RESOLUTION NO. 2019-55

A RESOLUTION ACCEPTING AND APPROVING A LEASE BETWEEN THE CITY OF ROCK SPRINGS, WYOMING AND THE ESTATE OF ROY P. BOUCVALT BY AND THROUGH WIDEACRE PROPERTIES, LLC, AND AUTHORIZING TIMOTHY A. KAUMO, AS MAYOR OF THE CITY OF ROCK SPRINGS, WYOMING, AND MATTHEW L. MCBURNETT, AS CITY CLERK OF THE CITY OF ROCK SPRINGS, WYOMING TO EXECUTE SAID LEASE ON BEHALF OF THE CITY.

WHEREAS, the City of Rock Springs, Wyoming wishes to enter into a Lease with the Estate of Roy P. Boucvalt by and through Wideacre Properties, LLC, for the purpose of leasing property at 455 North Front Street, Rock Springs, Wyoming, which premises shall be used for a miniature golf course; 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 terms and provisions of the Lease between the City of Rock Springs, Wyoming and the Estate of Roy P. Boucvalt by and through Wideacre Properties, LLC, attached hereto and by this reference made a part hereof, is hereby accepted and approved by the City of Rock Springs, Wyoming.

Section 2. That the Mayor of said City be, and he is hereby, authorized, empowered and directed to execute said Lease on behalf of said City; and that the City Clerk of said City, be and he is hereby authorized and directed to attest to said Lease and to attach to 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, the Estate of Roy P. Boucvalt by and through Wideacre Properties, LLC, property managers (*hereinafter* Lessor) whose address is: 403 North Front Street, Rock Springs, Wyoming 82901.

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 as follows:

The undeveloped northern ½ of Block 4, lots 1-3 of the Original Town Plat of the City of Rock Springs, otherwise known as 455 North Front Street, Rock Springs, Sweetwater County, Wyoming, excluding all buildings and existing improvements thereon.

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 15<sup>th</sup> day of April, 2019 and ending on the 15<sup>th</sup> 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 15<sup>th</sup> 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 miniature golf course.
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 miniature golf course, 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' 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 agrees to remove any structures associated with the miniature golf course and leave the premises free from all nuisance, 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, 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 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, Lessee

\_\_\_\_\_  
City Clerk

By:

\_\_\_\_\_  
Timothy A. Kaumo, Mayor

WIDEACRE PROPERTIES, LLC,

By:

  
\_\_\_\_\_  
Lance James, Manager