

**LEASE AGREEMENT BETWEEN MIKE PETERSON  
and  
LARAMIE COUNTY, WYOMING**

THIS LEASE AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 W. 19<sup>th</sup> St., Cheyenne Wyoming 82001 ("COUNTY"), and Mike Peterson, 6004 County Road 160, Albin, Wyoming 82050 ("LESSOR"). The parties agree as follows:

**I. PURPOSE/PROPERTY DESCRIPTION/OVERSIGHT**

A. LESSOR is the sole owner of property located near the town of Albin, Wyoming, the location geographically described as 41° 25 min. 32 sec. north longitude, 104° 07 min, 42 sec. west latitude.

B. LESSOR will lease to COUNTY the property described above for the purpose of erecting, using, and maintaining a radio tower and equipment building, for the benefit of the Laramie County Combined Communications Center.

C. Neither LESSOR nor his agents have made any representations with respect to the leased property except as expressly set forth in the provisions of this Lease Agreement and no rights, easements or licenses are acquired by COUNTY by implication or otherwise except as expressly set forth in the provisions of this Lease Agreement. The taking possession of the leased property by COUNTY shall be conclusive evidence that the COUNTY accepts the same "as is" and that the leased property is in good condition at the time possession was taken.

**II. TERM**

A. Either party may withdraw from this agreement by providing written notice of intent to terminate to the other party at least two (2) years before the effective date of termination. Upon notification the Lessee will then have two years to vacate the property and obtain a new location for the tower and outbuilding.

**III. PAYMENT**

COUNTY shall pay LESSOR three thousand dollars (\$3,000.00) per year for the leased property. Payments shall be made annually within forty-five days of June 1<sup>st</sup> of each year. Payments shall be in accordance with Wyo. Stat. Ann. § 16-6-602 (2009). No payment shall be made before the last signature is affixed to this Agreement.

**IV. RESPONSIBILITIES OF COUNTY**

A. COUNTY shall have the right to occupy the leased property for the purposes of erecting, using and maintaining a radio tower and equipment building. LESSOR and COUNTY shall mutually cooperate so as not to interfere with the other's use. COUNTY may, upon the

leased property, engage in only those activities enumerate herein and no other, without prior written permission of the LESSOR. COUNTY shall not use the leased property for any unlawful purposes including permitting or committing any nuisance from or upon the leased property.

B. COUNTY agrees that it will use the leased property in accordance with all applicable federal, state, and local laws. COUNTY shall obtain all necessary FCC and FAA licenses and permits necessary to operate the radio tower and building.

C. COUNTY shall not erect, paint, or maintain any signs whatsoever upon the leased property without prior written permission of LESSOR.

D. All utilities, including sanitation, water, sewer, telephone, electricity, and gas required shall be provided by COUNTY at COUNTY's sole expense.

E. COUNTY shall not assign, transfer, mortgage, pledge or sublet its rights in this Lease Agreement nor grant any concession hereunder, in whole or in part, without the prior written consent of LESSOR.

F. COUNTY agrees to pay promptly all valid taxes, excises, license fees, permit fees, bills, debts, and obligations incurred by it in connection with the operation of said radio tower, equipment and building on the leased property. COUNTY agrees not to let said obligations become delinquent and not to suffer any lien, mortgage, judgment, or execution to be filed against the property or improvements thereon which will in any way be an impairment to the rights of the LESSOR under this lease agreement.

G. COUNTY agrees that at the expiration of the period of this Lease Agreement, or upon any earlier termination of this Lease Agreement, it will leave and surrender the leased property in good condition, reasonable wear and tear excepted. COUNTY will, in a reasonable time, remove its radio towers and radio equipment unless otherwise agreed upon by the parties in writing. Should COUNTY hold over the use of or continue to occupy the property after the expiration and termination of the Lease Agreement, such holding over will be as a tenant at sufferance for which use it shall be liable for any and all damages resulting from such tenancy.

## **V. RESPONSIBILITIES OF LESSOR**

A. LESSOR retains the right for its officers, agents, employees, or authorized representatives to enter the property for the purpose of inspecting or protecting the leased property: COUNTY and LESSOR agree that each will have twenty-four (24) hour a day access to the radio tower, and equipment building.

B. LESSOR agrees and binds its successors and assigns that COUNTY, upon its performance of its obligations herein shall and may peaceable and quietly have, hold, and enjoy the leased property during the primary term and any renewal terms of this lease agreement.

## VI. GENERAL PROVISIONS

A. Acceptance Not Waiver: COUNTY's acceptance and use of the leased property shall not in any way relieve LESSOR of responsibility for compliance with this Lease Agreement. COUNTY's use of the property shall not be construed to operate as a waiver of any rights under this Lease Agreement or of any cause of action arising out the performance of this Lease Agreement.

B. Termination: This Lease Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party with sixty (60) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties. In the event of termination at any time other than the annual renewal of this Lease Agreement (June 1<sup>st</sup> of each year), COUNTY shall be entitled to a refund of a pro rata share of the lease payment.

C. Entire Agreement: This Lease Agreement (6 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations, and agreements, whether written or oral.

D. Assignment: Neither this Lease Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: This Lease Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

F. Invalidity: If any provision of this Lease Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or inability to enforce, such holding, or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Lease Agreement are fully severable.

G. Applicable Law and Venue: The parties mutually understand and agree this Lease Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Lease Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to LESSOR and to COUNTY in executing this Agreement. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Lease Agreement.

H. Contingencies: LESSOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

I. **Discrimination:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

J. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including WYO. STAT. ANN. §§ 1-39-101 through 121, by entering into this Lease Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Lease Agreement.

L. **Indemnification:** To the fullest extent permitted by law, LESSOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Lease Agreement except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees.

M. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Lease Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Lease Agreement, and shall inure solely to the benefit of the parties to this Lease Agreement.

N. **Conflict of Interest:** COUNTY and LESSOR affirm, to their knowledge, no LESSOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of LESSOR, compensated either partially or wholly with funds from this Lease Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Lease Agreement.

O. **Force Majeure:** Neither party shall be liable to perform under this Lease Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. **Limitation on Payment:** COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by LESSOR, the Lease Agreement may be terminated by COUNTY at the end of the period for

which funds are available. COUNTY shall notify LESSOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages because of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Lease Agreement to acquire similar services from another party.

Q. Notices: All notices required and permitted under this Lease Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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PETERSON  
and  
LARAMIE COUNTY, WYOMING

Signature Page

LARAMIE COUNTY, WYOMING

ATTEST:  
LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_  
Chairman, Laramie County Commissioners

Date \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Debra Lee, Laramie County Clerk

Date \_\_\_\_\_

**Lessor: Mike Peterson**

By: Mike Peterson  
Title: Owner

Date 9-17-2022

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By: \_\_\_\_\_  
Laramie County Attorney's Office

Date 9/27/21

Attachment A



From CR216, turn left onto CR 160 (North) at the sign that says "Peterson Ranch". Follow the driveway .35 miles, once you arrive at the silo's turn right. Drive past the residence on your left, follow around the bend to the left. There is a small pathway on your left for recreational vehicles, you may drive or walk up the hill.