

LEASE AGREEMENT AT 2020 CAREY AVE
Between
LARAMIE COUNTY AND CITY OF CHEYENNE

This Lease Agreement made the 1st day of October, 2025, by and between **Laramie County**, P.O. Box 608, Cheyenne, Wyoming 82003, hereinafter referred to as "Lessor", and the **City of Cheyenne**, Wyoming, a municipal corporation of the State of Wyoming, having executive offices located at 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

1. **DESCRIPTION OF LEASED PREMISES:** Lessor owns 2020 Carey Avenue, Cheyenne (the "Building"). The Lessor agrees to lease to the Lessee approximately 12,728 square feet (SF) of General Office located on the 3rd and 5th Floors of the Building more particularly described by the highlighted floor plans attached and incorporated hereto as "**Exhibit A**" and hereinafter known as the "Premises". For clarity, the Premises shall only include the 3rd and 5th Floors of the Building.

2. **USE OF LEASED PREMISES:** The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for the following use and purpose: as a suitable and temporary replacement for all functions related to the City of Cheyenne municipal building. Any change in use or purpose the Premises other than as described above shall be upon prior written consent of Lessor only.

3. **TERM OF LEASE:** The term of this Lease shall be a month-to-month Lease commencing on the 1st day of October 2025 and expiring at Midnight on the 31st day of December 2025. ("Initial Term")

4. **BASE RENT:** The net annual payment shall be approximately \$14 per square foot and the rent due and payable as agreed by the Parties for Premises shall be **Fourteen Thousand Eight Hundred Fifty** dollars (**\$14,850.00**) per month. Said net monthly payment is hereafter referred to as the "Base Rent". Rent for any period during the term hereon, which is for less than 1 month shall be a pro-rata portion of the monthly rent.

5. **OPTION TO RENEW, INCREASE OF RENT ANNUALLY:** Lessee shall have the right to renew the Lease for successive renewal periods of three (3) months each, by giving written notice to Lessor no less than 15 days prior to the expiration of the Lease or any renewal period. In the event the total lease term, including renewals, exceeds twelve (12) months, the Base Rent shall be increased by three percent (3%), and for each additional twelve (12) months of continuous occupancy thereafter, the Base Rent shall again be increased by three percent (3%).

6. **EXPENSES:** It is the intention of the Parties that this Lease shall be considered a "Modified Gross Lease". The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. Common areas service the entire Building and include the parking lot, lobbies, elevators, and any area accessible by the tenants or public to the Building ("Common Areas").

The Lessee hereby agrees to pay its pro rata share of "Operating Expenses," as defined below, for the entire term of the Lease and any renewals thereof in accordance with specific provisions hereinafter set forth. The Lessee's pro rata share shall be calculated by multiplying the total Operating Expenses for the Building by a fraction, the numerator of which is the square footage of the Premises leased by Lessee and the denominator of which is the total square footage of the Building (74,476 sq. ft.).

The term "Operating Expenses" shall mean all reasonable and customary costs incurred by the Lessor in operating and maintaining the Common Areas of the Building, and shall include, without limitation, heating, air conditioning, HVAC, electricity, operating materials and supplies, service agreements and charges, lawn care, snow removal, repairs, cleaning and custodial, and security, , and all other direct operating costs of operating and maintaining the Common Areas of the Building and related parking areas, unless expressly excluded herein. Operating Expenses shall not include: (i) costs of capital improvements; (ii) structural repairs or replacements to the roof, foundation, or exterior walls of the Building; (iii) debt service on mortgages or other financing costs of the Building; (iv) leasing commissions, advertising, or other costs related to leasing space; (v) costs of correcting latent defects or code violations; (vi) insurance premiums and deductibles for property or liability coverage maintained by Lessor; or (vii) Lessor's general administrative overhead not directly attributable to Building operations.

The Parties agree that the Lessee's pro rata share of Operating Expenses will initially be \$3,500.00 per month, which amount shall increase by three percent (3%) annually in the same manner as described in paragraph 5, in the event the term of this Lease exceeds one (1) year. Lessor shall have the option to provide Lessee with an itemized accounting of actual Operating Expenses; provided, however, that in no event shall Lessee be obligated to pay more than its pro rata share of actual Operating Expenses.

7. **SECURITY DEPOSIT:** In addition to the above, a deposit in the amount of **Three Thousand Two Hundred** dollars (\$3,200.00), shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit", and shall be held in escrow by the Lessor in a separate, interest-bearing savings account as security for the faithful performance of the terms and conditions of the Lease. The Security Deposit shall not be used to pay the last month's rent unless written permission is granted by the Lessor.

8. **LEASEHOLD IMPROVEMENTS:** The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

9. **LICENSES AND PERMITS:** A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

10. **OBLIGATIONS OF LESSEE:** The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition. The Lessee shall also be responsible for all minor repairs and maintenance of the leasehold Premises, particularly those items which need immediate attention and which the Lessees, or their employees, can do and perform on their own, including but not limited to, as well as the normal repair and cleaning of windows, cleaning and clearing of toilets, etc., and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated

operation and business activity into compliance with any law or regulation of a federal, state or local authority.

11. **INSURANCE:** The parties agree that as long as both Lessor and Lessee are members of the WARM pool, any specific event covered during Lessee's tenancy, will be referred to the WARM pool.

12. **SUBLET/ASSIGNMENT:** The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

13. **DAMAGE TO LEASED PREMISES:** In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

14. **DEFAULT AND POSSESSION:** In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Rent which is in default for more than 45 days after due date shall accrue a payment penalty equivalent to the interest at a rate of twelve percent (12%) per annum on a daily basis until the amount is paid in full.

In this regard, all delinquent rental payments made shall be applied first toward interest due and the remaining toward delinquent rental payments.

15. **INDEMNIFICATION:** To the extent permitted by law, the Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term. The Lessee's obligations under this section are subject to the availability and appropriation of funds by the governing body and shall not be construed as a waiver of any governmental immunity or other defenses available under Wyoming law.

16. **GOVERNMENT IMMUNITY:** Neither the Lessor or Lessee waive their governmental immunity by entering into this Agreement, except to the extent necessary for the parties to pursue a contract action to clarify or enforce the written terms of the Agreement. Each party fully retains all immunities and defenses provided by law with regard to any action based upon this Lease. Further, nothing in this Lease Agreement shall be construed as a waiver of governmental immunity in tort or any other applicable theory of law other than expressly stated herein.

17. **THIRD-PARTY BENEFICIARY:** The parties do not intend to create in any other individual or entity the status of third part beneficiary, and this Lease shall not be construed so as to create such status. The rights, duties and obligations contained in this Lease shall operate only between the parties to the Lease and shall inure solely to the benefit of the parties to this Lease. The parties to this Lease intend and expressly agree that only parties signatory to this Lease shall have any legal or equitable right to seek to enforce this Lease, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Lease, or bring action for breach of this Lease.

18. **MISCELLANEOUS TERMS:**

- I. Usage by Lessee: Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is

insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

II. Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the appropriate department of the City of Cheyenne. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

III. Pets: Unless otherwise stated in this Lease Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

IV. Condition of Premises/Inspection by Lessee: The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, except as otherwise stated in this Agreement, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

V. Right of Entry: It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building, provided that, except in cases of emergency, the Lessor shall give the Lessee not less than twenty-four (24) hours' prior notice of such entry and shall conduct any such entry at reasonable times and in a manner that minimizes disruption to the Lessee's operations. Lessee is required to coordinate with the Laramie County IT Department for access to the building using an established key card system. There may be an \$8 surcharge for each badge printed for a City employee or agent thereof, for after-hours/weekend access to the building. Once the tenancy terminates, the badge will no longer function to access the building.

19. **ESTOPPEL CERTIFICATE**: Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the

modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

20. **HOLDOVER:** Should Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon fifteen (15) days' notice by either party.

21. **WAIVER:** Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

22. **DISCRIMINATION/ADA COMPLIANCE:** All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Lease because of race, color, gender, creed, handicapping condition, or national origin. 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.

23. **ENTIRE AGREEMENT:** This Lease (including the documents referred to herein) constitutes the entire agreement between the parties, superseding all prior communications, oral or written. No statements, promises or inducements made by either party or agent of either party, express or implied, shall be valid or binding if not contained in the written Lease. No modifications to the Lease shall be effective or binding unless in writing and signed by authorized representatives of the parties hereto. This section shall not be deemed waived by any alteration or modification, which does not conform to the above provisions of this section.

24. **GOVERNING LAW:** The parties mutually understand and agree this Lease 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 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 or the Federal District Court, District of Wyoming. This provision is not intended nor shall it be construed to waive the either Party's governmental immunity as provided in this Lease.

25. **CONFLICT OF INTEREST:** Lessor and Lessee affirm, to their knowledge, no employee of either Party has any personal beneficial interest whatsoever in the agreement described herein. No staff member, director, department head, or elected official of either Party, compensated either partially or wholly with funds from this Lease, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Lease.

26. **NOTICES:** All notices required and permitted under this Lease 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 parties' 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. Payments and notices shall be addressed to the following:

Lessor: Laramie County, P. O. Box 608, Cheyenne, Wyoming 82003

Lessee: City of Cheyenne, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001

27. **AMENDMENT:** No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

28. **BINDING EFFECT:** This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

29. **SEVERABILITY.** In the event that any provision of the Lease (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced to the extent possible consistent within the stated intention of the parties, or if incapable of such enforcement, shall be deemed to be deleted from the Agreement, while the remainder of the Lease shall continue in full force and remain in effect according to its stated terms and conditions.

30. **COUNTERPARTS:** This Lease may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument.

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LEASE AGREEMENT AT 2020 CAREY AVE
Between
LARAMIE COUNTY AND CITY OF CHEYENNE

SIGNATURE PAGE


LARAMIE COUNTY

By:  _____ Date 10/6/20
Chairman, Laramie County Board of Commissioners

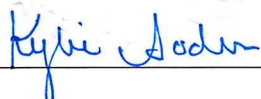
ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CITY OF CHEYENNE


By:  _____ Date 10-6-25
Mayor, City of Cheyenne

ATTEST:

By:  _____ Date 10-6-25
Kylie Soden, City Clerk

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 10/16/25

Laramie County Attorney's Office

By:  Date 10/03/2025

City of Cheyenne Attorney's Office

