

**LEASE AGREEMENT**  
**LARAMIE COUNTY, WYOMING AND LARAMIE COUNTY FIRE DISTRICT #1**

THIS LEASE AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608 Cheyenne, WY 82003, ("COUNTY" OR LEASOR) and Laramie County Fire District #1 (LCFD#1 or LESSEE), 207 East Allison Road, Cheyenne, WY 82007. The parties agree as follows:

**I. PURPOSE**

Laramie County agrees to lease certain property located at the Laramie County Archer Complex property to LCFD # 1 for use as a fire station in order to promote and maintain an effective fire protection and other emergency services in Laramie County. The parties agree as follows:

**II. PREMISES**

A. Laramie County is the sole owner of the 876-acre Archer property, previously known as the Archer Research Station property, located in Sections 27 and 28 Township 14 North, Range 65 West of the 6<sup>th</sup> PM, Laramie County, Wyoming (hereinafter referred to as the "Archer Property"). LESSEE desires to lease a portion of the Archer property described in Attachment 'A' to this Lease Agreement which is wholly incorporated herein (hereinafter referred to as the "Leased Premises", the "Premises" or the "property") for the purposes of operating a fire station located on the Leased Premises.

B. In consideration of LESSEE's representations and LESSEE's performance and adherence to the other provisions of this Lease Agreement, COUNTY agrees to lease to LESSEE the Leased Premises.

**II. TERM**

A. This Lease Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Lease Agreement, and shall remain in full force and effect for ninety-nine (99) years subject to termination and/or modification as described herein.

B. LEASOR will expect no direct monetary payment from LEASEE for LEASEE'S use of the property except for certain costs that may be incurred as otherwise provided herein. In lieu of lease payments, LEASEE will be required to maintain its operations as a Volunteer Fire District pursuant to the laws of the State of Wyoming, including but not limited to, W.S. 35-0-201 et. seq. and use the premises for the provision of fire prevention, suppression and other emergency services as well as associated activities in regard to the operation of a fire district.

C. This lease may be terminated by LEASOR for violation of any of its terms by LEASEE and/or should LEASEE cease operations as a fire district or cease to be a properly constituted volunteer fire department under the laws of the State of Wyoming. In addition,

LEASOR retains the right to terminate the lease agreement in its sole discretion, upon the provision of one hundred and twenty days (120) written notice to LEASEE. In the event of the latter provision being exercised, extensions of time for the termination can be granted by mutual written agreement.

### **III. UTILITIES**

A. LESSEE shall reimburse COUNTY on a monthly basis for any costs to maintain and provide utility services to the property should COUNTY maintain control over the ownership or be the named payor of the utility services used on the Leased Premises, and/or;

B. In the event that LESSEE shall arrange for the provision of utility services, LESSEE shall initiate, contract for and obtain, in its name, all utility services required on the leased premises, including gas, electricity, telephone, internet, water, and sewer connections and services, and LESSEE shall pay all charges for those services as they become due. Upon termination of this Agreement for any reason, COUNTY shall take and maintain control and/or ownership of any and all utility fixtures and installations installed on the leased premises during the pendency of this Agreement.

C. LEASOR shall not be liable for any personal injury or property damage resulting from any negligent operation or faulty installation of utility services provided for use on the leased premises, nor shall LEASOR be liable for any injury or damage suffered by LESSEE as a result of any failure to make necessary repairs to the utility facilities.

D. LESSEE shall be liable for any injury or damages to the equipment or service lines of the utility suppliers that are located or shall be located on the leased premises, resulting from the acts of LESSEE, or the agents or invitees of LESSEE.

### **IV. RESPONSIBILITIES OF LESSEE**

A. LESSEE shall use only those parts of the property described in the terms of this Agreement. Access to the leased premises shall be along Archer Parkway. Said access road shall be used solely for ingress and egress to the Leased premises, not for any other use in connection with the LESSEE's use of the Leased Premises, including parking.

B. LESSEE shall construct, operate and maintain the leased premises and any facilities or fixtures thereon in complete accord with any applicable law, regulation or statute whether state, local or federal as amended. Further LESSEE shall operate its fire station and associated fixtures and equipment in accord with applicable law and regulation, as amended.

C. LESSEE shall fully defend, indemnify and hold harmless LEASOR from and against any and all claims, demands, actions, suits of any kind or nature whatsoever arising from any environmental damage to the leased premises, caused by LESSEE's use of the leased premises, including, but not limited to, the discharge, release or contamination of the leased premises by hazardous substances as defined by the Comprehensive Environmental Response, Compensation

and Liability Act of 1980 - 42 U.S.C. §§ 9601-9675 and 40 C.F.R. art 302.

D. LESSEE, by signature hereto, waives any applicable governmental or sovereign immunity it may possess for the purpose of LEASOR enforcing the provisions of this lease, including, but not limited to, the instant indemnity clause. Nothing in this provision shall serve to abrogate, limit, waive, or eliminate LEASORS' governmental immunity.

E. LESSEE will use and occupy the leased premises in a clean and wholesome manner and in compliance with all applicable governmental requirements and all rules promulgated by LEASOR relating to such occupancy.

F. LESSEE agrees that no representation as to condition or repair of the leased premises, and no promise to alter, repair, or improve the leased premises has been made except as contained in this lease agreement.

G. LESSEE shall keep the leased premises, during the term of this lease agreement, in good repair, and at the expiration or termination of this lease agreement, yield and deliver up the leased premises and any improvements existing at the time of the granting of this lease agreement in like condition as when taken, reasonable wear and tear excepted. LESSEE shall be obligated to clear or clean any debris, garbage, scrap and salvage materials, dilapidated, unsafe or dangerous structures or conditions from the property upon termination or expiration of the lease.

H. At the termination of this lease agreement, any improvements or fixtures on the leased premises created, installed or constructed by LESSEE, including, but not limited to buildings and structures constructed on the leased premises with the exception of boundary fencing, shall either be removed at the expense of LESSEE within thirty (30) days of the date of termination and in accord with any applicable law, regulation or statute or said fixtures, structures or buildings shall revert to the ownership of LEASOR, unless the parties agree, in writing, to some other disposition of said fixtures or improvements. This provision shall not be considered to abrogate LESSEE's obligation to leave the property, upon termination or expiration of this lease, in good condition and free of debris, garbage or other to try this including structures in a dilapidated, dangerous or other negative condition.

I. LESSEE accepts full responsibility for loss to any improvement on and to the leased premises whether existing at the time of the initiation of this Agreement or subsequently installed.

J. LEASOR will not be liable for damages to persons or property sustained by LESSEE or LESSEE's agents, volunteers, invitees, or other persons from any cause or for any reason including, but not limited to, due to the leased premises becoming out of repair or compliance with applicable laws and codes, arising from leakage of gas, steam, water, or sewer pipes, or from defective wiring, the operation of any equipment on the leased premises, or from the conduct of LESSEE's operations.

K. LEASOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased premises.

L. LEASOR shall not be liable for any damage or injury to any person or property that occurs on the leased premises resulting from the use of the leased premises by LESSEE.

M. LESSEE agrees and warrants that it is a validly formed and lawfully sanctioned governmental entity. LESSEE agrees to notify LEASOR immediately and in writing of any termination, loss, dissolution or modification of their governmental status. Loss or dissolution of said governmental status may be grounds for the termination of this Lease Agreement.

## **V. COUNTY'S RESPONSIBILITIES**

A. LEASOR shall have the right to make the following adjustments in this lease agreement upon written notice to LESSEE of not less than thirty (30) days:

A). Changes required by federal, state, or local law or rule or regulation.

B). Changes needed to reflect current standards in the industry or organizations governing or representative of the standards required or expected of the type of operations conducted by LESSEE on the premises.

C). Changes mandated by LESSEE's failure to meet guidelines set by COUNTY for the improvement, maintenance and conduct of LESSEE's operations, programs or facilities on the Leased Premises

D). COUNTY's only obligations to LESSEE are contained in the express language of this Lease Agreement and COUNTY will not provide LESSEE with any additional land, facilities or space.

E) COUNTY, and its duly authorized agents, after notice to LESSEE, shall have access to the premises at all reasonable times for the purpose of inspecting the same.

F) So long as lessee shall be in compliance with the terms and conditions herein, lessee shall, subject to the terms of this lease, at all times during the term, have peaceful and quiet enjoyment of the premises against any person claiming by, through or under landlord.

## **VII. GENERAL PROVISIONS**

A). Independent Contractor: The services, activities and operations to be performed by LESSEE are independent of the COUNTY and not as an employee of COUNTY. Neither LESSEE nor its agents or volunteers are eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. LESSEE assumes responsibility for its personnel and will make any and all deductions required of employers or others by state, federal and local laws and shall maintain liability insurance for each of them. LESSEE is free to perform the same or similar services for others.

B). Acceptance Not Waiver: COUNTY approval of, or acquiescence to, the work or activities, conducted or provided on the property subject to this Agreement shall not in any way relieve LESSEE of responsibility its compliance with the terms of this Agreement. COUNTY approval or acceptance of, or payment for, any of the work or activities shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: In addition to the terms in Section II (C) of this Agreement, 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 Lease Agreement or (b) upon mutual written agreement by both parties. If LESSEE should default under or violate the terms of this lease agreement, LEASOR shall have the right, among others, to terminate this lease agreement and to repossess the leased premises and cause LESSEE to vacate the leased premises in the manner provided by law. If this should occur, LESSEE will pay LEASOR the expenses incurred in obtaining possession of the demised premises and all other damages sustained by LEASOR to the extent permitted by law.

D. Entire Agreement: This Lease Agreement (7 pages) and Attachment A (1 page), represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

G. 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 unenforceability, 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.

H. 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 LESSEE and to COUNTY in executing this Lease Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Lease Agreement.

I. Contingencies: LESSEE certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Lease Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Lease Agreement.

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

K. 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.

L. Governmental/Sovereign Immunity: Except as provided in Section IV (D) neither LEASEE nor COUNTY waives its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Lease Agreement. Further, except as limited in Section IV(D) the parties fully retain 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.

M. Indemnification: To the fullest extent permitted by law, and as provided in Section IV(D) herein, LESSEE agrees to fully defend, 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 or arising from LESSEE's or its agents, volunteers and/or invitee's use of the Leased Premises. LESSEE shall carry or maintain liability insurance sufficient to cover its obligations under this provision with COUNTY as an additional named insured and provide COUNTY with proof of such insurance. Further, LESSEE shall notify COUNTY, sixty (60) days prior to termination or any change to its liability insurance.

N. 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 Lease 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.

O. Conflict of Interest: COUNTY and LESSEE affirm, to their knowledge, no LESSEE employee has any personal beneficial interest whatsoever in the Lease Agreement described herein. No staff member of LESSEE, 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.

P. 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.

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 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.

R. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this Agreement.

## VI. SIGNATURES

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Linda Heath, Chairman

ATTEST:

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

LARAMIE COUNTY Fire District #1 BOARD

By: Barclay DiRach \_\_\_\_\_ Date 11-14-19  
Title: \_\_\_\_\_

Secretary: Barclay DiRach \_\_\_\_\_ Date 11-14-19

REVIEWED AND APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_ Date 11/18/19  
Laramie County Attorney's Office



## LEGEND

- SET 5/8" X 24" LONG REBAR WITH 1 1/2" ALUMINUM CAP STAMPED "SSS P.L.S. 5910"
- FOUND 1 1/2" ALUMINUM CAP STAMPED "L.S. 9283"
- ◆ FOUND NAIL W/ ID WASHER STAMPED "P.E.L.S. 9283"
- ▨ EXISTING BITUMINOUS SURFACE

## CERTIFICATE OF SURVEYOR

I, Jeffrey B. Jones, A Professional Land Surveyor in the State of Wyoming, for and on behalf of Steel Surveying Services, LLC, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown.



## LEASE DESCRIPTION

A tract of land situated in a portion of the East Half (E 1/2) of Section 28, Township 14 North, Range 65 West 6th P.M., Laramie County, Wyoming, more particularly described as follows:

Beginning at a point on the westerly right of way of Archer Parkway, from which the East Quarter Corner of Section 28 bears N30°29'45"E, a distance of 239.51 feet; thence along said right of way, 158.56 feet on a curve to the right, said curve having a delta of 9°33'46", a radius of 950.00 feet, and whose long chord bears S28°29'45"W, a distance of 158.38 feet; thence along said right of way, S33°16'20"W, a distance of 92.83 feet; thence N59°44'48"W, a distance of 351.00 feet; thence N30°15'38"E, a distance of 251.00 feet; thence S59°44'48"E, a distance of 351.00 feet to the point of beginning. Containing 2.04 acres more or less.

## LEASE AREA EXHIBIT

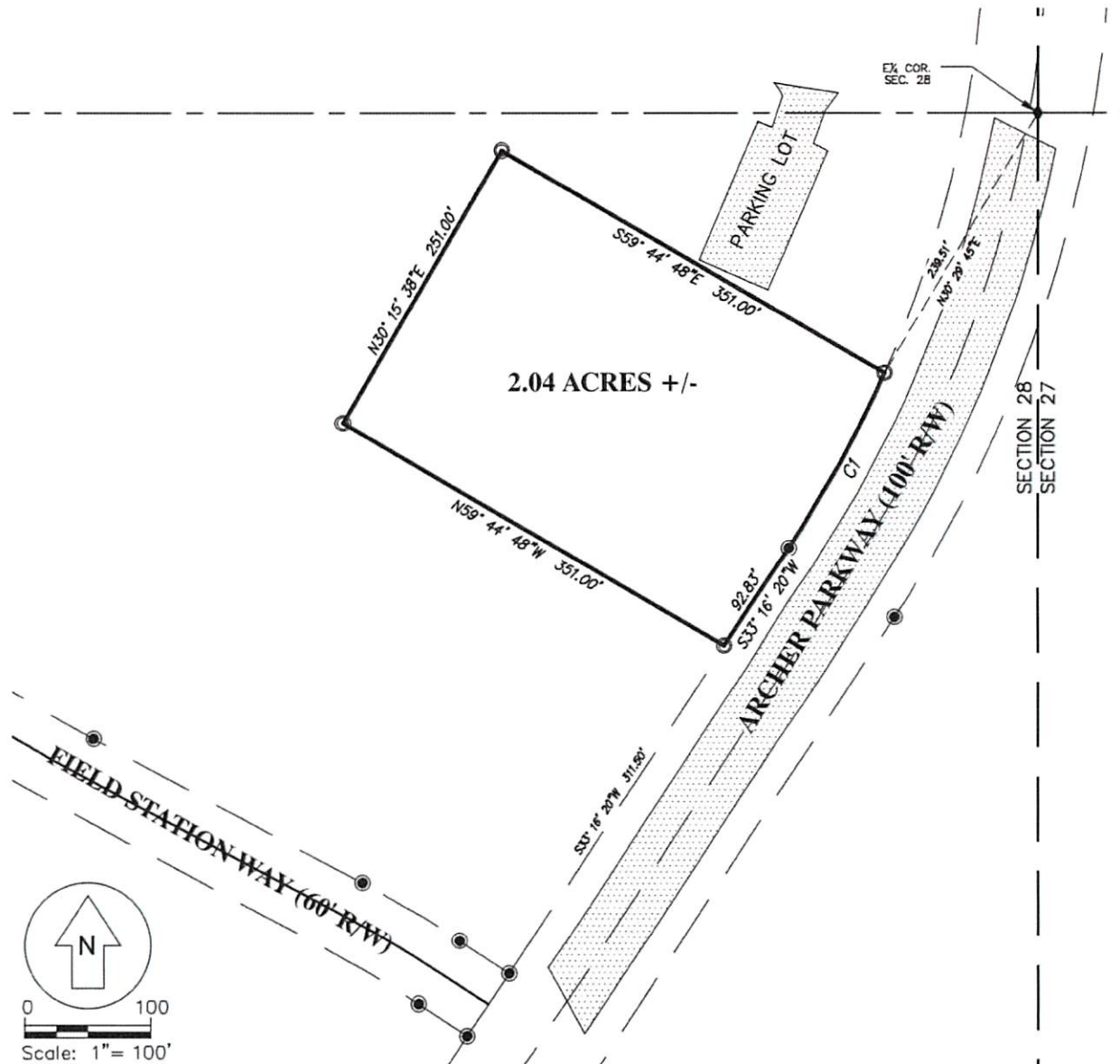
FOR  
A PORTION OF LAND SITUATED  
IN THE EAST HALF (E 1/2),  
SECTION 28, T.14N., R.65W.,  
OF THE 6TH P.M.,  
LARAMIE COUNTY, WYOMING.

PREPARED AUGUST, 2019



**STEEL SURVEYING SERVICES, LLC**  
PROFESSIONAL LAND SURVEYORS  
PLANNING & DEVELOPMENT SPECIALISTS  
1102 WEST 19th ST. CHEYENNE, WY. 82001 • (307) 634-7373  
756 GILCHRIST ST. WHEATLAND, WY. 82202 • (307) 322-9789  
www.SteelSurvey.com • info@SteelSurvey.com

REVISED: 8/19/2019  
19194 LEASE AREA.DWG



CURVE TABLE

CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	9° 33' 46"	950.00'	S28° 29' 45"W	158.38'	158.56'