

## ARCHER COMPLEX MOWING LEASE

This Lease is made and entered into and between LARAMIE COUNTY WYOMING, 309 West 20th Street, Cheyenne, Wyoming, 82003 ("Lessor") and Vicky Koch, 3359 Campstool Road, Cheyenne, Wyoming 82007 ("Lessee").

1. Leased Premises. For and in consideration of the promises, covenants, and agreements hereinafter set forth to be kept and performed by Lessee, its successors and assigns, Lessor, for the term hereinafter set forth, does hereby lease, demise, and let unto Lessee, for the purpose of mowing and harvesting hay, and no other purpose, a portion of the parcel of real estate situate in the County of Laramie, State of Wyoming, known as the Laramie County Archer Complex. The Leased Premises shall include the entire Archer Complex, including the areas indicated by color coding, as described in Attachment 'A' to this lease, which is fully incorporated here.

2. Exclusions. The Leased Premises shall not include, and Lessor expressly reserves, any and all other privileges of use; provided, however, that the exercise of any such reserved privileges by Lessor or its assigns shall not unreasonably interfere with Lessee's use of the Leased Premises for mowing and hay harvesting purposes. It is mutually agreed that Lessee, its successors and assigns, grants to Lessor and its agents, including but not limited to the Laramie County Fair Board, other Lessees for Motocross or the Shooting Park and their agents or invitees, to enter upon and use the Leased Premises or any part thereof for any purpose consistent with Lessors retained rights. Nothing in this Lease shall restrict the right of the Lessor or his authorized representative at all times, to enter on the premises for any purpose, including the purposes of making any repairs, alterations, or improvements as he shall deem necessary or advisable.

3. Term of Lease. This Lease shall be for a term commencing on the date the last signature is affixed hereto and expiring September 1, 2018.

4. Rental/Fees. Payment for mowing shall be as follows:

A. Lessee may mow and harvest hay until September 1, 2018 for a cost of \$0.00 per month, payable in advance for each month;

B. Lessee shall pay all taxes, whether real or personal with respect to the Leased Premises and Lessee's personal property and chattels. Said real estate taxes to be in the range of \_\_\_\_\_ and payable upon assessment after \_\_\_\_\_ 2018 at which time Laramie County will send to Lessee an invoice or request for payment of the assessed taxes.

5. Methods. Lessee shall use the Leased Premises for mowing and harvesting hay and related purposes only. Lessee agrees to follow the best practices prevailing and shall operate the Leased Premises in good, first class, and workmanlike manner in such a way as to not damage or harm the grass plants growing thereon by over-harvesting. Lessor shall bear the expense of chemicals for spraying of noxious weeds and shall be responsible for all spraying and application costs if necessary. Lessee shall conduct all of its operations on the Leased Premises in full compliance with all applicable federal, state or local laws, rules regulations and ordinances. In

addition, Lessee shall not commit or suffer to be committed, any waste on the leased premises, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or with the leased premises for any unlawful purpose.

6. General Stipulations. Mowing and harvesting shall be allowed from the date the last signature is affixed to this lease and continuing until September 1, 2018 from the date of signature except as otherwise mutually agreed in writing by both parties. Lessee agrees to the following general Lease provisions:

- a. Remove all bales of hay, all unbaled hay and all equipment from the premises promptly, no later than 45 days after cutting or sooner if LESSOR requests—the mowing and hay removal shall additionally comply with the schedule set forth in Attachment A;
- b. Take action to control noxious vegetation on the premises as required by LESSOR;
- c. Repair any damages, to fences or other improvements caused by LESSEE activity;
- d. Keep all gates on the premises closed and locked, ingress and egress from the premises being at those places designated by LESSOR;
- e. Repair ruts or other damages to service roads leading to premises, hay meadows or other LESSOR lands caused by LESSEE'S operations.
- f. The use of residences or other buildings at the Archer property is not included in this lease.
- g. A person designated by the Laramie County Board of Commissioners will be the main point of contact between the Lessee and Lessor.
- h. The Lessee may leave terrain, including ditches, un-mowed if it is too steep for the safe operation of equipment.
- i. The Lessee shall not interfere with the operations of the Lessor, including but limited to the Laramie County Fair Board, other Lessees for Motocross or the Shooting Park and their agents or invitees and shall adjust mowing areas and schedules accordingly, upon request by the Lessor.

7. Maintenance. To the extent normally associated with mowing and harvesting hay, Lessee shall keep the Leased Premises and all improvements thereon, including, but not limited to, buildings, fences, corrals, and ditches, in their current state of order and repair. Lessee will control soil erosion as completely as practicable. Lessee shall commit no waste and shall surrender the Leased Premises at the end of termination of this Lease in as good a condition as they are now, excepting wear and tear.

8. Improvements. Lessee shall have no right to improve, add to, or alter the leased premises or to install fixtures thereon. Lessee shall not remove any improvement, additions, alterations or fixtures without the prior written consent of lessor, and provided further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any permanent addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term hereof, shall revert to and become the absolute property of LESSOR, free and clear of any and all claims against them by LESSEE or any third person, and LESSEE hereby agrees to hold LESSOR harmless from any claims that may be made against such permanent improvements by any third person.

9. Removal of Lessee's Property. On or before the termination of the Lease period, Lessee shall remove from the Leased Premises all items of personal property and equipment belonging to Lessee unless otherwise mutually agreed in writing by both parties. In addition, the Lessee shall remove all equipment and other personal property no later than 45 days after cutting or sooner if Lessor requests. The Lessee shall park any haying vehicles, equipment, and other personal property in a location specified by the Lessor's representative, and shall remove such property when haying operations are not in progress and when instructed to do so by the Lessor's representative.

10. Insurance Requirements. The Lessee must provide proof of the following insurance coverages, to be in force while occupying the Leased Premises:

The Lessee shall maintain liability insurance coverage for the duration of the Lease. In addition, Workers' Compensation coverage shall be in effect, as required by Wyoming law, for all employees or agents of Lessee providing services under this agreement. Lessee shall provide the Lessor with proof of workers' compensation or employer's liability insurance coverage.

Lessee shall provide the Lessor with certificates of insurance acknowledging the above-stated coverages prior to beginning any work under this agreement. It is understood and agreed that these policies are primary and not contributory. All insurance certificates provided by Lessee must include a clause stating that the insurance may not be canceled, amended or allowed to lapse without at least thirty (30) days advance written notice to the Lessor. In addition, Lessee shall provide the Lessor with copies of insurance policies and /or policy endorsements. The Lessor's failure to request or review such policies, endorsements, and certificates shall not affect the Lessor's rights or Lessee's obligation hereunder.

11. Governmental Immunity. The Lessor expressly reserves its governmental immunity for any claim arising out of activities, actions, causes of action, claims or any other occurrence related to this Lease pursuant to the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, et seq. Lessor 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.

12. Mechanic's Liens. Lessor shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done upon or materials furnished to the Leased Premises by Lessee. All such work shall be at Lessee's expense, and Lessee shall be solely responsible to the contractors, laborers, and material men furnishing labor and material to the Leased Premises.

13. Right to Inspect. Lessor reserves the right for itself, its agents, employees, contractors, representatives and other Lessees of Lessor, at any and all times to enter upon the Leased Premises, to inspect the Leased Premises, and to protect itself against loss occasioned by any negligence or neglect of Lessee or to perform such activities may be necessary in furtherance of other Lease obligations entered into by Lessor.

14. Illegal Use. Lessee agrees not to use or permit the Leased Premises to be used for any unlawful or illegal business or purpose.

15. Assignment. It is agreed and understood that this Lease shall not be assigned nor shall any portion of the Leased Premises be sub-let in whole or part by Lessee.

16. Notices. All notices required and permitted under this 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.

17. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

18. Site Inspection. Lessee agrees that Lessee was given the opportunity to take a tour of the site prior to executing this Lease. Lessee hereby leases the premises and those improvements which are part of the Leased Premises in their current "AS IS" condition. Lessor has made no warranties or guarantees regarding the condition of the Leased Premises, nor its productive capabilities.

19. Indemnification/Hold Harmless. To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, 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 and/or the use of the leased premises by Lessee, including, but not limited to damages or causes of action caused by employees, contractors or agents of the Lessee, or persons otherwise under the control of Lessee. Lessee shall carry liability insurance sufficient to cover its obligations under this provision, as provided in this agreement.

20. Release and Waiver of Liability. By executing this Lease, the Lessee, on behalf of any and all employees, contractors or agents of the Lessee, or persons otherwise under the control of Lessee, UNDERSTANDING THE INHERENT RISK OF INJURY, PROPERTY LOSS AND/OR DEATH INVOLVED IN THE MOWING AND HAYING ACTIVITIES, hereby for themselves and their heirs, personal representatives and assigns, RELEASE AND DISCHARGE THE LARAMIE COUNTY AND THE LARAMIE COUNTY FAIR BOARD, THEIR ELECTED AND APPOINTED OFFICIALS AND THEIR EMPLOYEES AND AGENTS FROM ALL ACTIONS, CAUSES OF ACTION, DAMAGES, CLAIMS OR DEMANDS FOR ALL KNOWN OR UNKNOWN PERSONAL INJURIES, PROPERTY DAMAGE OR DEATH RESULTING FROM OR ARISING OUT OF THEIR INVOLVEMENT IN MOWING AND HAYING AND RELATED ACTIVITIES AUTHORIZED BY THIS LEASE. The Lessee signing below certifies and warrants that she has read and fully understands the foregoing statements and Release and Waiver of Liability and is signing, freely, voluntarily and without coercion and in consideration of entering into this Lease.

21. Compliance with Laws. Lessee shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

22. Independent Contractor. The actions performed by Lessee are those of an independent contractor and not as an employee of Lessor. Neither Lessee nor its agents or

employees 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 who provide services pursuant to this lease and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. Lessee is free to engage in the same or similar activities with others.

23. Entire Agreement: This Agreement (6 pages) and Attachment 'A' (2 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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**ARCHER COMPLEX MOWING LEASE**

**Signature Page**

LARAMIE COUNTY, WYOMING:

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

ATTEST:

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

LESSEE:

By: *Wichy Karel* \_\_\_\_\_ Date *8-6-18*  
Name & Title:

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: *[Signature]* \_\_\_\_\_ Date *6/5/18*  
Laramie County Attorney's Office



Hay this area prior to July 1st  
From Archer Parkway east, inside of Prairie Center Circle

No Haying

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