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**LARAMIE COUNTY, WYOMING  
as Landlord**

**and**

**ANB BANK  
as Tenant**

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**SITE LEASE AGREEMENT  
Dated as of September \_\_, 2018**

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**This Document contains after-acquired property provisions.**

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# **SITE LEASE AGREEMENT**

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## **SITE LEASE AGREEMENT**

This **SITE LEASE AGREEMENT** (the "Site Lease"), is made and dated as of September \_\_, 2018, by and between **LARAMIE COUNTY, WYOMING**, 309 W. 20<sup>th</sup> Street, Cheyenne, Wyoming 82001, as landlord hereunder (the "Landlord" or the "County") and **ANB BANK**, 1912 Capitol Avenue, Cheyenne, Wyoming 82001, as tenant hereunder (the "Tenant").

### **W I T N E S S E T H:**

**WHEREAS**, the Landlord is a duly and regularly created, organized and existing county and body corporate and politic, existing as such under and by virtue of the constitution and laws of the State of Wyoming (the "State"); and

**WHEREAS**, pursuant to Wyo. Stat. § 18-9-101, the Laramie County Board of Commissioners (the "Commissioners") has the authority to acquire lands and other property for fairgrounds, airport, parks and pleasure grounds, issue bonds or incur indebtedness and perform such other acts necessary to carry out the provisions set forth therein; and

**WHEREAS**, the Commissioners have determined that the acquisition and construction of a Multi-Purpose Event Facility (the "Improvements") on an approximately 18 acre parcel at the County's Archer Complex (the "Site"), located approximately fifteen minutes east of the City of Cheyenne, Wyoming, and just south of Interstate 80, would be of service to and for the benefit of the inhabitants of the County; and

**WHEREAS**, for the purpose of financing the acquisition and construction of the Improvements, the Landlord desires to lease the Site to the Tenant, under the terms and conditions set forth in this Site Lease; and

**WHEREAS**, pursuant to that certain Lease and Agreement dated as of September \_\_, 2018 (the "Lease Agreement"), the Tenant has agreed to provide the funds for the Improvements to be acquired and constructed on the Site, has leased the Site and the Improvements to the Landlord (hereinafter, the Site and the Improvements, whether now located on the Site or hereafter acquired or constructed, being sometimes collectively referred to as the "Leased Property"); and

**WHEREAS**, the Landlord's actions in making and performing this Site Lease and the Lease Agreement and the execution, performance, and delivery thereof have been authorized, approved and directed by all necessary and appropriate actions of the Commissioners; and

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

### **SECTION 1. Definitions.**

Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease Agreement.

### **SECTION 2. Site Lease and Terms.**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, on the terms and conditions hereinafter set forth, the Leased Property, including the Site, as described in **EXHIBIT A** attached hereto and by this specific reference is made a part hereof, subject to the Permitted Encumbrances, as described in **EXHIBIT B** attached hereto and by this specific reference is made a part hereof.

The term of this Site Lease shall commence on the date hereof and shall end on June 30, 2038 (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If prior to the Site Lease Termination Date the Tenant's right, title and interest in the Improvements have been conveyed to the Landlord pursuant to the Lease Agreement, as a result of the Landlord's payment of (i) the related Optional Purchase Price thereunder, or (ii) all Rental Payments and Additional Rentals as provided in **EXHIBIT E** of the Lease Agreement, then the term of this Site Lease shall end immediately thereafter.

### **SECTION 3. Rental.**

The Landlord acknowledges receipt from the Tenant as and for rental hereunder, paid in advance, the sum of One Dollar (\$1.00) and other good and valuable consideration.

### **SECTION 4. Purpose.**

The Tenant shall use the Site solely for the purpose of the acquisition and construction of the Improvements and shall lease the Site and the Improvements (collectively, the "Leased Property") to the Landlord pursuant to the Lease Agreement; provided, that upon the occurrence of a Nonappropriation or Default under the Lease Agreement, the Landlord, as Lessee under the Lease Agreement, shall vacate the Leased Property, as provided in the Lease Agreement, and the Tenant may exercise the remedies provided in the Lease Agreement. In addition, Tenant shall have the right hereunder to sublease the Leased Property through the remainder of the term of this Site Lease or such earlier date as it recovers all Rental Payments and Additional Rentals as would have been due and payable under the Lease Agreement through the Maximum Lease Term from the rents and other income earned from the sublease. Any rents or income earned in excess of such amount will be returned by Tenant to Landlord.

### **SECTION 5. Owner in Fee.**

The Landlord covenants that the County is the owner in fee of the Site, subject only to Permitted Encumbrances as described in **EXHIBIT B** hereto.

### **SECTION 6. Assignments and Subleases.**

Unless a Nonappropriation or Default under the Lease Agreement shall have occurred and except as may otherwise be provided in the Lease Agreement, the Tenant may not assign its rights under this Site Lease or sublet the Leased Property, without the written consent of the Landlord.

In the event that (a) the Lease Agreement is terminated for any reason, and (b) this Site Lease is not terminated, the Tenant may lease or sublease the Leased Property pursuant to the terms of the Lease Agreement. The Landlord and the Tenant agree that, except for Permitted Encumbrances and leases or subleases entered into by Tenant after termination of the Lease Agreement, neither the Landlord nor any lessee of the Tenant will sell, mortgage or encumber the Leased Property or any portion thereof during the term of this Site Lease.

### **SECTION 7. Right of Entry.**

The Landlord reserves the right, so long as no Nonappropriation or Default shall have occurred under the Lease Agreement, for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

## **SECTION 8. Termination.**

The Tenant agrees, upon the termination of this Site Lease, to peaceably vacate the Leased Property, and agrees that the Improvements shall remain on the Site and the Tenant's right, title and interest thereto pursuant to this Site Lease shall vest in the Landlord.

## **SECTION 9. Default.**

In the event the Tenant shall be in Default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which Default continues for thirty (30) days following notice and demand for correction thereof to the Tenant, the Landlord may exercise any and all remedies granted by law (but excluding any right to terminate the Site Lease), except that no merger of this Site Lease and the Lease Agreement shall be deemed to occur as a result thereof.

## **SECTION 10. Quiet Enjoyment and Acknowledgment of Leasehold Interest and Ownership.**

The Tenant at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy the Leased Property, subject to the provisions of this Site Lease and the rights of the Landlord in and to the Leased Property pursuant to the Lease Agreement, and the parties hereby acknowledge that the Landlord shall be the owner of the Improvements to be acquired and constructed on the Site, subject to the provisions of this Site Lease and the Lease Agreement.

## **SECTION 11. Waiver of Personal Liability.**

All liabilities under this Site Lease on the part of the Tenant are solely liabilities of the Tenant. No member, director, employee or officer of the Tenant shall at any time or under any circumstances be individually or personally liable under this Site Lease for anything done or omitted to be done by the Tenant hereunder.

## **SECTION 12. Taxes; Maintenance; Insurance.**

During the Term of the Lease Agreement and in accordance with the provisions of the Lease Agreement, the Landlord covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Leased Property, and all maintenance costs and utility charges in connection with the Leased Property. In the event that (a) the Lease Agreement is terminated for any reason, (b) this Site Lease is not terminated, and (c) the Tenant subleases all or any portion of the Leased Property, the Tenant or any lessee of the Leased Property shall pay or cause to be paid when due, solely from the proceeds of such leasing, all taxes and assessments imposed thereon and maintain the Leased Property in good condition and in good working order.

The provisions of the Lease Agreement shall govern with respect to the maintenance of insurance hereunder during the Term of the Lease Agreement. In the event that (a) the Lease Agreement is terminated for any reason, (b) this Site Lease is not terminated, and (c) the Tenant subleases all or any portion of the Leased Property, the Tenant or any lessee of the Leased Property shall obtain and keep in force, whether from the proceeds of such leasing or otherwise, (a) comprehensive general public liability insurance against claims for personal injury, death or damage to property of others occurring on or in the Leased Property pursuant to the provisions of the Wyoming Governmental Claims Act, and (b) property insurance in an amount not less than the Full Insurable Value of the Improvements (as defined in the Lease Agreement). All such insurance shall name the Tenant, any lessee and the Landlord as insured, as appropriate. The Tenant and the Landlord shall waive any rights of subrogation with respect to the Tenant, any lessee, and the Landlord, and its members, directors, officers, agents and employees, while acting within the scope

of their employment and each such insurance policy shall contain such a waiver of subrogation by the issuer of such policy.

**SECTION 13.           Damage, Destruction or Condemnation.**

The provisions of the Lease Agreement shall govern with respect to any damage, destruction or condemnation of the Leased Property during the Term of the Lease Agreement. In the event that (a) the Lease Agreement is terminated for any reason, and (b) this Site Lease is not terminated, and either the Improvements are destroyed, in whole or in part, or are damaged by fire or other casualty, or if the Leased Property is condemned, the Tenant will cause the Proceeds of any property insurance or condemnation award to be applied in accordance with the provisions of Section 5.3 of the Lease Agreement.

**SECTION 14.           Partial Invalidity.**

If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 15.           Notices.**

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease Agreement, or to such other addresses as the respective parties may from time to time designate in writing.

**SECTION 16.           Section Headings.**

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

**SECTION 17.           Execution.**

This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

\* \* \* \* \*

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**LARAMIE COUNTY, WYOMING**  
**as Landlord**

\_\_\_\_\_  
Chairman, Board of County Commissioners

ATTESTED:

\_\_\_\_\_  
County Clerk

STATE OF WYOMING     )  
                                      )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2018, by Buck Holmes, as Chairman of the Board of County Commissioners of Laramie County, Wyoming, and by Debra Lee, as Laramie County Clerk.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark Voss, Laramie County Attorney

*[Signature Page for Tenant Under the Site Lease]*

**ANB BANK  
as Tenant**

By: \_\_\_\_\_  
Name: Lori L. Schoene  
Title: Community Bank President - Cheyenne

STATE OF WYOMING     )  
                                      )ss.  
COUNTY OF LARAMIE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2018,  
by Lori L. Schoene, as Community Bank President - Cheyenne.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE SITE**

A PARCEL OF LAND LOCATED IN SECTIONS 27 AND 28, TOWNSHIP 14 NORTH, RANGE 65 WEST, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARAMIE, STATE OF WYOMING, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: CONSIDERING THE WEST LINE OF SECTION 27, BEING MONUMENTED BY A 2½" ALUMINUM CAP AT THE NORTHWEST CORNER AND A 3 ¼" ALUMINUM CAP AT THE SOUTHWEST CORNER OF SAID SECTION, BEARING S00°02'25"W AT A DISTANCE OF 5294.77 FEET WITH ALL BEARINGS HEREIN RELATIVE THERETO. COMMENCING AT THE NORTHWEST CORNER OF SECTION 27, THENCE S01°07'35"W 2877.55 FEET TO THE TRUE POINT OF BEGINNING. THENCE S30°44'33"W A DISTANCE OF 668.20 FEET; THENCE S54°45'02"E A DISTANCE OF 513.22 FEET; THENCE N88°36'23"E A DISTANCE OF 823.83 FEET; THENCE N13°50'20"W A DISTANCE OF 361.81 FEET; THENCE N03°06'31"E A DISTANCE OF 244.04 FEET; THENCE N46°51'18"W A DISTANCE OF 261 .97 FEET; THENCE N89°28'07"W A DISTANCE OF 606.96 FEET; THENCE N22°49'31"W A DISTANCE OF 76.70 FEET TO THE TRUE POINT OF BEGINNING. SAID PARCEL CONTAINS 17.97 ACRES MORE OR LESS.

Together with all additions, accessions, and replacements thereto.

**EXHIBIT B**  
**PERMITTED ENCUMBRANCES**