
LEASE

THIS AGREEMENT is made by and between, the City of Gillette, Wyoming, a municipal corporation and City of the First Class, P.O. Box 3003, Gillette, WY 82717 ("Lessor"), and Campbell County Fire Department, 106 S. Rohan, Gillette, WY 82716, ("Lessee").

WITNESSETH:

For and in consideration of the mutual covenants and agreements contained herein, the parties do hereby agree as follows:

1. Description of Property. Lessor does hereby agree to lease to the Lessee upon the terms and conditions stated herein a tract of land upon which is situate Fire Station #3 of the Campbell County Fire Department, ("the premises"), contained within the following real property, to-wit:

Township 50, Range 72, 6th P.M., Campbell County, Wyoming

Section 35: That certain parcel of land known as The Fire Station Site within Tract 5 of the J and L Addition to the City of Gillette, according to the official recorded plat thereof, as more fully described on Exhibit "A" attached hereto and incorporated herein by reference, together with the right of access to and from the premises for the purposes of maintaining and operating Lessee's facility and equipment located upon the premises.

2. Term of Lease. The term of this lease shall be for two years commencing on the first day of May, 2014, and shall remain in force and effect to and including the thirtieth day of

April, 2016. Either party may terminate this lease by providing the other party thirty (30) days written notice of its intent to terminate said lease. It shall be deemed to have been renewed automatically for successive two year terms thereafter unless either of the parties sends the other a written notice of its intention to terminate the agreement mailed to the non-terminating party, by certified mail, return receipt requested, at least 75 days before the end of the original term or any succeeding term.

3. Consideration. Lessee agrees to pay all insurance, taxes and utilities for the premises directly to the insurance carrier, the Campbell County Clerk, and the applicable utilities providers, respectively.

4. Use of the Premises. The premises are to be used for the purposes of the Campbell County Fire Department. Lessee shall use the premise for its lawful business purposes. Lessee agrees to comply with all laws, ordinances, rules, and regulations of any governmental authority which are applicable to the conduct of Lessee's operation.

5. Alterations and Improvements. Lessee shall not make any material alterations, additions, or improvements to the premises, without the prior written consent of the Lessor.

6. Repairs. Any damage caused by Lessee shall be the sole responsibility of the Lessee, and upon its receipt of reasonable notice, Lessee shall immediately repair the same. Lessor and Lessee agree that the leased premises are in a good and tenantable condition at the time of the execution of this agreement.

7. Insurance and Indemnification. Lessee agrees to maintain insurance on the subject property in accordance with Lessee's Standard Insurance Requirements as described on Exhibit "B" attached hereto and incorporated herein by reference.

8. Personal Property and Risk of Lessee. Lessor shall not be liable for any damage to

the building or any personal property at any time on the premises not due to its negligence.

9. Default. Any of the following events shall constitute a default of this lease:

a. The Lessee's failure to perform any obligation hereunder when the same is due under the terms of this lease, and such non-performance shall continue for a period of thirty (30) days after written notice thereof has been given by Lessor.

b. Lessee's failure to perform any other duty or obligations imposed upon it by this lease, and such default shall continue for a period of thirty (30) days after written notice thereof has been given by Lessor.

Lessor shall have the right to cancel and terminate this lease in accordance with Wyoming law, upon default, which default remains uncured, and upon such termination, Lessor shall have the right to re-enter the premises and take possession of the same.

10. Assignment, or Sublease. Lessee shall not assign, or sublet the premises in whole or in part or permit the premises to be used or occupied by others without the prior consent in writing of Lessor.

11. Utilities and Property Taxes. Lessee shall be responsible for all charges for gas, electricity, light, heat, power, and telephone or other communication service used, rendered, or supplied upon or in connection with the leased premises and shall indemnify the Lessor against any liability or damages on such account. Lessee shall pay all real and personal property taxes on the structure and other personal property located on the premises.

12. Notice. Any notice or demand required by the provisions of this lease to be given to either of the parties shall be deemed to have been given adequately if sent by United States certified or registered mail to the following addresses:

Lessor: City of Gillette

P.O. Box 3003
Gillette, WY 82717
Attn: City Administrator

Lessee: Campbell County Fire Department
106 S. Rohan
Gillette, WY 82716
Attn: Fire Chief

13. Lease Subject to State of Wyoming, Game and Fish Deed. Lessor and Lessee hereby acknowledge the terms, conditions, and restrictions contained within that certain Quitclaim Deed by and between the State of Wyoming, Wyoming Game and Fish Department, Grantor, and the City of Gillette, Wyoming, Grantee, dated March 15, 1968 and agree to be bound by the same.

14. Miscellaneous.

a. This lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, and assigns.

b. In the event it becomes necessary for either of the parties to this lease to file suit for the enforcement of any of the terms herein, the successful party shall be entitled to collect from the other party all attorney's fees and costs.

c. Any amendments or changes in this lease shall be in writing and shall be signed by both Lessor and Lessee.

d. The effective date of this lease is May 1, 2014.

EXECUTED this _____ day of _____, 2014 at Gillette, Wyoming.

Lessor:

Lessee:

City of Gillette

Campbell County Fire Department

By:_____

By:_____

Its: Mayor
(SEAL)
ATTEST:

Its: Chairman

Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
COUNTY OF CAMPBELL)

The above and foregoing LAND LEASE was subscribed and sworn to before me this
____ day of _____, 2014, by _____, Chairman,
Campbell County Fire Department, Lessee.

WITNESS my hand and official seal.

Notary Public

My commission expires: