

SPECIAL COUNCIL MEETING
 Tuesday, April 12, 2016, 4:30 p.m.
 Casper City Hall
 Council Chambers

2015 CITY COUNCIL GOALS

Downtown - The City of Casper will foster growth and prosperity of the City's core through infrastructure development, creating public spaces and supportive facilities.

Infrastructure - The City of Casper will create the conditions for economic development by expanding and maintaining its physical assets and equipment, including streets, water lines, parking garages, fire stations, buildings and parks.

Recreation - The City of Casper will support, maintain and upgrade its current recreational facilities and programs and develop recreational opportunities that provide citizens and visitors with a variety of affordable activities for all ages that serve to enhance quality of life.

Council Goals Scorecard <i>Actions to Date</i>
20
109
47


AGENDA

1. ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. RESOLUTIONS
 - A. Authorize a Revised Memorandum of Understanding Between the **Casper Downtown Development Authority** and the City of Casper, Wyoming for the **Development of the Downtown Plaza**.
 - B. Authorize a Parking Space Lease with **Wold Bros., Inc.** for the Leasing of **Parking Spaces located on Lot 6, Block 1**, of the City of Casper.
 - C. Authorize a Lease Agreement Between the City of Casper, as Lessor, and the **Casper Downtown Development Authority** as Lessee for the Leasing of Real Property for the **Development of the Downtown Plaza**.
4. ADJOURNMENT

2015 Goals		
Downtown	Infrastructure	Recreation
X		
X		

March 31, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Authorize a Revised Memorandum of Understanding Between the Casper Downtown Development Authority and the City of Casper, Wyoming for the Development of a Downtown Plaza

Recommendation:

That Council, by resolution, authorize a Revised Memorandum of Understanding between the Casper Downtown Development Authority (DDA) and the City of Casper for the development of a downtown plaza.

Summary:

The City of Casper and the DDA entered into a Memorandum of Understanding (MOU) on December 1, 2015 in order to outline the basic understanding of the parties regarding the development of a public plaza for recreation, public gatherings, and other public functions in the downtown area of Casper.

In order for the plaza to be developed certain land must be acquired by the DDA. Ultimately, all of the lands and improvements associated with the plaza will be owned by the City, and the City will lease the properties to the DDA for its operation and management of the plaza. After the execution of the MOU in December 2015, the timeline for the acquisition of the lands was changed by the DDA which necessitated a revised MOU. The purpose of the revised MOU is to outline, for Council's consideration, the changes to the sequencing of the land acquisition, the development of the plaza at the DDA's sole cost and expense, and the duties and obligations of the DDA to operate and maintain the plaza during the twenty-five (25) year term of the lease with the City. Construction of the plaza site will be governed by the DDA's approved Plan of Development.

The Revised Memorandum of Understanding and a Resolution for its approval have been prepared for Council's consideration.

**REVISED MEMORANDUM OF UNDERSTANDING
BETWEEN THE DOWNTOWN DEVELOPMENT
AUTHORITY AND THE CITY OF CASPER, WYOMING
FOR THE DEVELOPMENT OF THE DOWNTOWN PLAZA**

This Revised Memorandum of Understanding (“Revised MOU”) is entered into this _____ day of _____, 2016, by and between the Downtown Development Authority (also known as the Casper Downtown Development Authority) the “DDA”, 341 West Yellowstone, Casper, Wyoming 82601; and the City of Casper, Wyoming (the “City”); whose principal offices are located at 200 North David Street, Casper, Wyoming 82601; the DDA and the City collectively referred to as the “Parties.”

RECITALS

WHEREAS, the DDA was established by City Ordinance by the City as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to §§ 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

WHEREAS, the parties entered into a Memorandum of Understanding on December 1, 2015 in order to outline the basic understanding of the Parties regarding the development of a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the “Project”; and,

WHEREAS, in order to develop the Project, it is necessary that certain land be acquired in the downtown area of the City for its development; and,

WHEREAS, the lands that are necessary to be acquired for the Project are described and set forth below; and,

WHEREAS, ultimately, all of the lands for the Project will be owned by the City which will then be leased by the City to the DDA for its operation and management of the Project as part of its duties and obligations as a Downtown Development Authority under Wyoming law; and,

WHEREAS, after the execution of the Original MOU, the timeline for the acquisition of the real property set forth therein has changed, necessitating a revised memorandum of understanding between the parties as set forth herein;

WHEREAS, this MOU is to outline the basic understanding of the Parties regarding the acquisition of the necessary real property for the development of the Project, and the duties and obligations of the DDA to operate and maintain the Project during the term of the lease thereof from the City.

NOW, THEREFORE, the Parties hereto hereby enter into this Revised MOU for the purposes of outlining the respective duties and obligations thereof for the development of the Project as described above:

ARTICLE I: INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth.

ARTICLE II: RESCISSION OF ORIGINAL MOU

The Parties mutually rescind the Original MOU entered into between the Parties on December 1, 2015, and replace it with the terms and conditions contained herein.

ARTICLE III: PROPERTY ACQUISITION

A: REAL PROPERTY TO BE ACQUIRED BY THE DDA

The DDA is committed to obtaining title in fee simple to the following real properties, with these properties then being conveyed and donated by the DDA to the City for this Project by warranty deed(s), free and clear of all taxes, encumbrances or liens, except for easements, covenants, and restrictions, and reservations of record as provided herein:

1. W½ of Lots 1, 2, 3, 4 and all Lot 5, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the “Ames Property.”
2. E½ of Lots 1, 2, 3 and 4, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the “Wold Property.”
3. Lots 41, 42, 43 and 44, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the “State Property,” excepting therefrom that portion of Lot 44, Block 1, City of Casper being more particularly described in a Warranty Deed recorded February 10, 2010, as Instrument No. 883789 in the real estate records of Natrona County, Wyoming.

As soon as practical after acquiring the State Property, the Wold Property and the Ames Property and prior to their respective conveyance to the City, the DDA will provide, at its cost, title commitments and title insurance for each of these three properties based on their fair market values.

B: REAL PROPERTY OWNED BY THE CITY

The following real properties are currently owned by the City and will be leased by the City to the DDA along with the above described real property after their conveyance to the City for the development of the Project as provided herein:

1. Lot 40, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the “Adbay Property.”
2. Lot 6, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the “City Parking Lot Property.”

ARTICLE IV: PERFORMANCE TIMELINE FOR PROJECT DEVELOPMENT

The Parties had originally planned that the real property described in Article III would be obtained and packaged together in one transaction for the development of the Project. However, certain timing issues are going to require that this Project proceed in phases as follows:

A: STATE AND ADBAY PROPERTY

The DDA has acquired and taken legal title to the State Property. The State Property shares a common wall with the Adbay Property which is owned by the City.

Due to the availability of a demolition contractor to start demolition for the Project, the DDA has requested, and the City agrees that upon the DDA transferring title of the State Property to the City, the City will lease the State Property and the Adbay Property back to the DDA in the lease form as attached hereto as Exhibit “A.” This lease will grant the DDA, at its sole cost and expense, permission to demolish the improvements located on the Adbay and State Properties for the development of the Project.

PROVIDED, HOWEVER, the approval and execution of this lease (Exhibit A) by the City shall be contingent upon the DDA transferring title to the State Property to the City by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record.

B: WOLD PROPERTY

The DDA is committed to acquire and take legal title, in fee simple, to the Wold Property as soon as possible; provided that the acquisition of the Wold Property by the DDA is contingent upon the City agreeing to lease to Wold Bros. Inc., as the owner of the Wold Property, the eastern most ten (10) parking spaces located in Lot 6 of the City Parking Lot Property. This lease is to make up for parking spaces that Wold Bros. Inc. will be giving up by selling the Wold Property to the DDA for this Project.

Wold Bros. Inc. wants to be assured that it will have a lease for these ten (10) parking spaces for a twenty (20) year term, which shall be subject to a non-exclusive perpetual easement for access to these parking spaces over and across Lot 7, Block 1, in the City of Casper, Wyoming.

The DDA understands and agrees that it shall not alter or make improvements to the City's Parking Lot Property without the written consent of the City as provided in the lease attached as Exhibit A. This being in order for the City to insure that access to and use of Lots 6, 7, and 8, Block 1, in the City of Casper, are not altered without the oversight and consent of the City due to the shared access to these lots over Lot 7.

The City intends to lease to Wold Bros. Inc. the ten (10) parking spaces as described above pursuant to a lease agreement (referred to herein as the "Wold Parking Space Lease") in the form as attached hereto as Exhibit "B." The Wold Parking Lot Lease shall be contingent upon the owner(s) of the Wold Property closing and transferring title to the Wold Property to the DDA by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within thirty (30) days of the approval of the Wold Parking Lot Lease by the Casper City Council and Wold Bros. Inc.

The assignment of the Wold Parking Lot Lease by the City to the DDA shall be contingent upon the DDA conveying the Wold Property to the City by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within fifteen (15) days after the DDA acquires the title thereto as set forth above.

The Wold Property shall automatically be incorporated in the lease attached as Exhibit A upon the recording of a warranty deed to the City from the DDA with the Natrona County Clerk, at which time the lease will grant the DDA, at its sole cost and expense, permission to demolish the improvements located on the Wold Property for the development of the Project.

After the DDA transfers its title to the Wold Property to the City, the City agrees to assign all of its right, title, and interest in the Wold Parking Space Lease to the DDA, for which Wold Bros. Inc. shall, in the lease, grant its consent.

C: AMES PROPERTY

The DDA is committed to acquire and take legal title, in fee simple, to the Ames Property as soon as possible. The DDA shall then convey the Ames Property to the City by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within fifteen (15) days after the DDA acquires the title thereto.

The Ames Property shall automatically be incorporated in the lease attached as Exhibit A upon the recording of a warranty deed to the City from the DDA with the Natrona County Clerk, at which time the lease will grant the DDA, at its sole cost and expense, permission to demolish the improvements located on the Ames Property for the development of the Project.

D: OWNERSHIP RETAINED BY THE CITY

The Parties agree and understand that the City shall retain ownership in Lot 7, Block 1, in the City of Casper, Wyoming due to City's need for a utility corridor and to insure access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming, as Lot 7 serves as a shared access for these Lots.

E: LAND TRADE PROPERTY

The owner of the office building known as Fire Station No. 1 (located on Lots 36 and 37 Block 1, in the City of Casper, Wyoming) also owns Lot 39, Block 1, in the City of Casper, Wyoming, which is used for a parking lot for Fire Station No. 1. The DDA desires to build part of the Project on Lot 39.

In order to facilitate the desires of the DDA to use Lot 39 for this purpose, the City may be entering into a land trade agreement with the owner of said Lot 39 in which the City would trade, pursuant to the provisions of W.S. 15-1-112(b)(ii), Lot 8, Block 1, of the City of Casper as owned by the City for Lot 39. The City intends to use its best efforts to make this real property trade, however, the City cannot, at this time, make any assurances or guarantee that it will be able to consummate this land trade.

PROVIDED HOWEVER, in the event the City is able to consummate this land trade, then, in that event, the City agrees to lease Lot 39 to the DDA for its use in the development of the Project. Lot 39 shall automatically be incorporated in the lease attached as Exhibit A upon the recording with the Natrona County Clerk of a warranty deed to the City from the owner thereof. In the event that title is obtained by the City to Lot 39 and leased to the Lessee as provided herein, then, in that event, the City further agrees it will approve an easement over, across, and under Lot 39 in favor of Rocky Mountain Power for the installation of electrical service for the Project, in a form acceptable to the Lessor and Lessee for which the Lessee agrees to join in or otherwise consent.

ARTICLE V: OPERATIONS AND MAINTENANCE

The DDA agrees that it will be solely responsible for the complete operations, staffing, costs, expenses, repairs, maintenance and financial viability of the Project during the lease term for this Project. The City shall not be responsible for any financial shortfalls, operational losses, or for any other infusion of capital for the Project, or for any costs of expenses for the operation or maintenance of the Project.

The DDA's Operation and Maintenance Plan, as set forth in the Plan of Development for this Project, as approved by the City by Resolution No. 15-300 on November 17, 2015, is hereby incorporated herein at this point as if fully set forth. In this regard, the DDA hereby specifically states and agrees as follows:

The DDA shall be solely responsible, at its sole cost and expense, for day to day operations and maintenance of the Plaza Project, including, but not limited to snow removal, utilities, planning and scheduling events, and the maintenance of all equipment and grounds of the Leased Premises.

ARTICLE VI: MISCELLANEOUS PROVISIONS:

Each individual executing this MOU for and on behalf of the Parties hereby state that they each have the requisite power and authority to enter into this Revised MOU.

This MOU shall constitute the entire understanding and agreement of the Parties, and no amendment or modification of the terms of this MOU may be made unless in writing and executed by all Parties hereto.

This MOU may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.

The Parties to this MOU do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate between and shall only inure to the benefit of the Parties to this MOU.

The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 et seq., and the Parties specifically reserves the right to assert any and all rights, immunities, and defenses they may have pursuant to the Wyoming Governmental Claims Act.

This MOU has been executed on the day and year first above written by the following parties:

Approved as to Form:

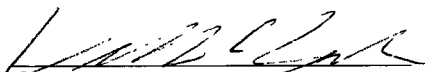
Attorney for the Downtown
Development Authority

DOWNTOWN DEVELOPMENT
AUTHORITY, ALSO KNOWN AS THE
CASPER DOWNTOWN DEVELOPMENT
AUTHORITY:

By: _____
Kevin Hawley
Executive Director

By: _____
Charles Walsh
Chairman of the Board of Directors

Approved as to Form:



City Attorney

THE CITY OF CASPER, WYOMING,
A WYOMING MUNICIPAL
CORPORATION:

By: _____
Daniel Sandoval
Mayor

LEASE AGREEMENT

THIS Lease Agreement ("Lease") is entered into this _____ day of _____, 2016, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as the "Lessor," and the Downtown Development Authority (also known as the Casper Downtown Development Authority), 234 S. David, Casper, Wyoming 82601, hereinafter referred to as the "Lessee," the Lessor and Lessee collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Lessor and the Lessee entered into a Revised Memorandum of Understanding ("Revised MOU") dated April 12th, 2016 for the development of a public plaza in the downtown area of Casper, Wyoming, the same which is incorporated herein at this point as if fully set forth; and,

WHEREAS, the Lessee desires to lease from the Lessor, and Lessor desires to lease the Leased Premises described below pursuant to the terms and conditions of this Lease for the development of the public plaza in the downtown area of Casper, Wyoming.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree by and between them as follows:

1. INCORPORATION OF RECITALS:

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Lease.

2. LEASED PREMISES, AND WARRANTY DISCLAIMER:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth herein, the following described real property, hereinafter referred to as the Leased Premises:

A: CURRENT REAL PROPERTY OWNED BY THE LESSOR

The Parties agree and understand that the Lessor holds title in fee simple to the following described parcels of real property:

Lots 41, 42, 43 and 44, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "State Property." PROVIDED HOWEVER, the Lessor is excepting from this Lease and is reserving unto the Lessor that portion of Lot 44,

Block 1, City of Casper being more particularly described in a Warranty Deed recorded February 10, 2010, as Instrument No. 883789 in the real estate records of Natrona County, Wyoming.

Lot 40, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "Adbay Property."

Lot 6, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "City Parking Lot Property." **PROVIDED HOWEVER**, the leasing of this real property by the Lessor to the Lessee is contingent upon the Lessee obtaining and transferring the title to the Wold Property as set forth in the Revised MOU and Subsection B below. Lessee acknowledges that the leasing of the City Parking Lot Property from the Lessor will be subject to a separate lease for parking spaces by Wold Bros. Inc. with the Lessor. Lessor agrees to assign all of its right, title, and interest in and to the Wold Parking Space Lease upon the Lessee obtaining fee simple title to the Wold Property and the conveyance of said property to the Lessor pursuant to the Revised MOU.

Lessor grants to the Lessee, upon Lessee transferring title to the Wold Property to the Lessor, a non-exclusive perpetual easement for access to the Parking Lot Property over and across Lot 7, Block 1, in the City of Casper, Wyoming (ownership of which is being retained by the Lessor). The Parties agree and understand that Lot 7 grants shared access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming which access is required and necessary for the use and benefit of these three lots.

B: REAL PROPERTY TO BE ACQUIRED BY THE LESSOR FROM THE LESSEE

The Lessee is committed to obtaining title in fee simple to the following real properties which are then to be conveyed by the Lessee to the Lessor pursuant to the Revised MOU. Each of these parcels of real property, **after** the recording of a warranty deed in the real estate records of Natrona County, Wyoming, evidencing the transfer of said real property from the Lessee to the Lessor, shall then be leased from the Lessor to the Lessee automatically by this reference, and shall be subject to the terms and conditions of this Lease:

W1/2 of Lots 1, 2, 3, 4 and all Lot 5, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "Ames Property."

E½ of Lots 1, 2, 3 and 4, Block 1, City of Casper, Wyoming, hereinafter referred to as the "Wold Property."

PROVIDED HOWEVER, the warranty deeds described above shall transfer the title to said parcels of real property free and clear of all taxes, encumbrances or liens, except for easements, covenants, and restrictions, and reservations of record.

C: LAND TRADE PROPERTY

As set forth in the Revised MOU, The owner of the property known as Fire Station No. 1 (located on Lots 36 and 37 Block 1, in the City of Casper, Wyoming) also owns Lot 39, Block 1, in the City of Casper, Wyoming, which is used for a parking lot for the property known as Fire Station No. 1. The Lessee desires to build part of the Project on Lot 39.

In order to facilitate the desires of the Lessee to use Lot 39 for this purpose, the Lessor may be entering into a land trade agreement with the owner of said Lot 39 in which the Lessor would trade, pursuant to the provisions of W.S. 15-1-112(b)(ii), Lot 8, Block 1, in the City of Casper, Wyoming as owned by the Lessor for Lot 39. The Lessor intends to use its best efforts to make this real property trade, however, the Lessor cannot, at this time, make any assurances or guarantee that it will be able to consummate this land trade.

PROVIDED HOWEVER, in the event the Lessor is able to consummate this land trade, then, in that event, the Lessor agrees to lease Lot 39 to the Lessee for its use in the development of the Project. Lot 39 shall automatically be incorporated in this Lease upon the recording with the Natrona County Clerk of a warranty deed for said Lot 39 to the Lessor from the owner thereof.

D: OWNERSHIP RETAINED BY THE LESSOR

The Parties agree and understand that the Lessor shall retain ownership in Lot 7, Block 1, in the City of Casper, Wyoming due to Lessor's need for a utility corridor and to ensure access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming, as Lot 7 serves as a shared access for these Lots.

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE "AS IS, WITH ALL FAULTS." LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states that Lessee has inspected the Leased Premises, and hereby accepts said property in its present condition.

3. LEASE TERM:

The Leased Premises shall be leased to the Lessee for a primary term of twenty-five (25) years (the "Lease Term"), commencing on the 12th day of April, 2016 and shall terminate at midnight on the 12th day of April, 2041.

4. RENT:

Lessee shall pay to Lessor rent in the total sum of ONE DOLLAR (\$1.00) per year, with said rent being due and payable to the Lessor on or before the 12th day of April of each year of this lease. Lessee shall make such rent payments to the Lessor at the following address, or such other address, as the Lessor may, from time to time, designate to the Lessee in writing:

City Clerk's Office
Finance Division
200 N. David
Casper, WY 82601

5. PURPOSE.

The Leased Premises is being leased by the Lessor to the Lessee for the Lessee's development, at Lessee's sole cost and expense, of a public plaza thereon for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the "Plaza Project" or the "Project."

6. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer pursuant to law. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, additions, alterations, or improvements thereto.

7. INSURANCE:

Lessee agrees to provide and maintain through the Lease Term, and any subsequent renewals of this Lease, liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above prior to the commencement of any activities by the Lessee on the Leased Premises. Lessor hereby agrees that the Lessee may insure for this liability through the Wyoming Association of Risk Management (WARM), or in other insurance

carriers approved by the Lessor in writing. If this liability coverage is carried in an insurance carrier other than WARM, then, in that event, said insurance policy or policies shall name the Lessor as an additional insured by endorsement as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the Parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 *et seq.* In the event the maximum liability allowed by law is altered, either during the primary term of this Lease, or any subsequent renewal terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The Parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this Lease and take possession of the Leased Premises.

Lessee shall further insure the improvements made to the Leased Premises against loss by fire or other casualty through the Wyoming Association of Risk Management (WARM), or in other insurance carriers approved by the Lessor in writing, in amounts approved by the Lessor in writing, which, in no event, shall be less than the then fair market value thereof. If this property insurance is carried in an insurance carrier other than WARM, then, in that event, said insurance policy or policies shall name the Lessor as an additional insured by endorsement as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

8. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this Lease nor to violate any law, rule, or regulation of the Lessor with respect to the Leased Premises.

9. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter for the Project and/or on the Leased Premises; provided that if the Casper City Manager has a good faith basis to believe the advertising display is not appropriate in connection with the intended use of the property and its related facilities, the City Manager will provide written notice to Lessee and Lessee and the City Manager will meet and attempt to informally resolve the objection to the City Manager's satisfaction. If after meeting, the City Manager's objection is not resolved, then the Lessee will remove the advertising display.

Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood that any approval by the

Lessor of advertising material shall not constitute a waiver of Lessee's obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations, without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the termination of this Lease.

10. RIGHT TO ENTRY:

The Lessor reserves the right to enter the Leased Premises at all reasonable times upon first providing reasonable notice to the Lessee. PROVIDED HOWEVER, Lessor shall have the right to enter the Leased Premises at any time, without giving the Lessee prior notice in the case of emergency, or for any lawful entry by the Lessor's police or fire departments or the personnel thereof.

11. DEMOLITION LIABILITY, OPERATIONS, AND MAINTENANCE AND REPAIR:

A: DEMOLITION LIABILITY

Lessee shall be solely liable and responsible for any and all damages, injuries, or death caused by the Lessee, its contractors, employees, or agents resulting or relating, directly, or indirectly from demolition activities carried out on or for the Leased Premises, or from the construction activities involved in the construction of the Project.

B: OPERATIONS, MAINTENANCE AND REPAIR

Lessee shall maintain the property in good condition at its sole cost and expense, and shall be solely responsible and liable for any and all damage caused to the Leased Premises by the intentional or negligent acts of the Lessee, or any contractors or agents thereof, and for any such damage which is caused by fire or other casualty thereto.

The Lessee agrees that it will be solely responsible for the complete operations, staffing, costs, expenses, repairs, maintenance and financial viability of the Project during the lease term for the Project. The Lessor shall not be responsible for any financial shortfalls, operational losses, or for any other infusion of capital for the Project, or for any costs of expenses for the operation or maintenance of the Project.

The Lessee's Operation and Maintenance Plan, as set forth in the Plan of Development for this Project, as approved by the Lessor by Resolution No. 15-300 on November 17, 2015, is hereby incorporated herein at this point as if fully set forth. In this regard, the Lessee hereby specifically states and agrees as follows:

The Lessee shall be solely responsible, at its sole cost and expense, for day to day operations and maintenance of the Project, including, but not limited to snow removal, utilities, planning and scheduling events, and the maintenance of all equipment and grounds of the Leased Premises.

12. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

Lessee may make alterations, at its sole cost and expense to the Leased Premises, which alterations shall be subject to this Section.

Lessor hereby expressly consents to the Lessee's demolition, at Lessee's sole cost and expense, of the current buildings and improvements on the Leased Premises described and set forth in Section 2A, being the real property described as the State Property and the Adbay Property. Lessor further consents to the Lessee developing these specific properties as set forth in the Plan of Development for this Plaza Project as developed by the Lessee, and approved by the Lessor by Resolution No. 15-300 on November 17, 2015.

The Lessor consents to the Lessee's demolition, at Lessee's sole cost and expense, of the current buildings and improvements on the Leased Premises described as the Ames Property and the Wold Property in Section 2B above upon the inclusion of these properties in this Lease.

PROVIDED HOWEVER, Lessee shall **not** make any alterations or improvements to the City Parking Lot Property as described in Section 2A above without the prior written approval of either the City Manager or the Casper City Council as hereinafter provided due to the perpetual access requirements to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming.

In the event the Lessor is able to trade for Lot 39 as set forth in Section 2C above, then the Lessor consents to the Lessee's use of Lot 39 for the Project upon the inclusion of Lot 39 in this Lease.

Following the construction of the Plaza Project pursuant to the above referenced Plan of Development, the plans and specifications for any future alterations to the Leased Premises (or for any current or future alterations to the City Parking Lot Property) as well as for the construction of any future facilities or fixtures on or to the Leased Premises by the Lessee, **up to** the sum of Twenty Thousand Dollars (\$20,000.00), shall be submitted to the Casper City Manager or his written designee for written approval thereof prior to any construction thereof.

Following the construction of the Plaza Project pursuant to the above referenced Plan of Development, the plans and specifications for any future alterations to the Leased Premises (or for any current or future alterations to the City Parking Lot Property) as well as for the construction of any future facilities or fixtures on or to the Leased Premises by the Lessee, which **exceed** the sum of Twenty Thousand Dollars (\$20,000.00), shall first be submitted to the Casper City Manager or his written designee for the further approval by the Casper City Council prior to any construction thereof.

All such construction shall meet and be in accordance with all existing plumbing, mechanical, and electrical codes. Lessee shall, at its sole cost and expense, obtain all necessary building permits before the commencement of any construction on the Premises.

The Parties agree and understand that these are permanent improvements to the Leased Premises, and as such, upon the termination of this Lease any and all improvements to the Leased Premises shall become the sole and separate property of the Lessor, free and clear of any claim by the Lessee.

The Lessor reserves the right to make public improvements in or to the Leased Premises, its facilities or improvements as it may desire, upon reasonable notice to Lessee or the Sub-Lessee, provided such improvements do not substantially conflict with the use of the Leased Premises by the Lessee or its operation by Lessee as a public plaza.

13. UTILITIES AND TAXES:

Lessee shall be solely responsible for the payment of all utilities for the Leased Premises during the term of this Lease, and Lessee shall timely pay all charges for water and sewer services, electricity, natural gas, and other utilities used by Lessee on the Leased Premises. Lessee shall pay when due all such utility charges free and clear of any claim against the Lessor therefore.

Lessee shall be solely responsible for the costs and expense for all fiber optic cables and services to the Leased Premises.

Lessee shall be solely responsible for, and pay, when due, any and all real and personal property taxes assessed against the Leased Premises.

14. DEFAULT:

In the event Lessee shall fail to make any payment called for pursuant to this Lease or within thirty (30) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. **PROVIDED HOWEVER**, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the Leased Premises and all improvements and fixtures made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the Leased Premises and all improvements and fixtures made by Lessee free and clear of sub-tenancies, liens, or other encumbrances.

If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

It is agreed by the Parties that any breach of any term of this Lease shall constitute cause for termination under this clause.

15. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the Leased Premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of this Lease or enforcing any covenant of the Lessee herein contained.

16. DESTRUCTION OF LEASED PREMISES OR FIXED ASSETS:

If the fixed assets, buildings or other improvements to the Leased Premises be totally destroyed by fire or other cause, the tenancy created hereby shall be thereafter terminated if the Lessee does not rebuild or restore said improvements so destroyed. Lessee shall fairly compensate the Lessor in monetary value for those assets, buildings, or other improvements totally destroyed. Said improvements not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, or rebuild to an equal or better condition than they existed prior to any such casualty or to fairly compensate the Lessor in monetary value for any such destruction.

17. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or if mailed by certified mail, postage paid, addressed to other Party at their following respective address:

LESSOR:

City Manager
City of Casper
200 N. David
Casper, Wyoming 82601

LESSEE:

Executive Director
Casper Downtown Development Authority
341 West Yellowstone
Casper, Wyoming 82601

or such other address as either the Lessor or the Lessee shall advise the other, from time to time, in writing as provided above.

18. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, et seq. (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of any investigations which had been made by Lessee, the dates of such investigations, and the method of investigation.

Lessor shall have the right to join and participate in, as a party if it so elects, any

settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, including reasonable attorney's fees.

19. MORTGAGES, LIENS, AND ENCUMBRANCES:

Lessee agrees not to mortgage, encumber or otherwise allow any lien to be placed on the Leased Premises. Lessee agrees to indemnify and save harmless the Lessor from any and all liens or encumbrances placed on the Leased Premises or for any loss or claim arising for labor or material furnished to or for the Leased Premises not otherwise consented to, in writing, by the Lessor.

Lessee shall not enter into or make any contract for construction, repair, or improvements on, in, or to premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without providing in such contract or agreement that no mechanics or materialmens lien shall be created or shall arise at any time against the Leased Premises and/or the building or improvements located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatever, shall be bound by this provision and by the notice of it from and after date this Lease is recorded in the Natrona County Real Estate records, and notice is hereby given that no mechanics lien, materialmens lien, or any other encumbrance made by or obtained against Lessee, or Lessee's interest in Leased Premises, including any building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in the Leased Premises or the building or improvements thereon.

Lessee agrees not to make any oral contract or agreement for any labor, services, fixtures, material, or supplies in connection with altering, repairing or improving the building or improvements on the Leased Premises, and all written contracts or agreements therefore shall provide that the contractor and their sub-contractor(s) waive all right to a mechanics or materialmens lien by reason of furnishing any labor, services and/or material under such contract or agreement.

20. INDEMNITY, HOLD HARMLESS, AND GOVERNMENTAL IMMUNITY:

The Lessee hereby agrees to indemnify and hold the Lessor, its officers, elected officials, employees, and agents harmless from any and all liability for personal injury, death, or property damage arising or resulting from the Lessee's use of the Leased Premises, including, but not limited to all damages, injuries, or death caused by the Lessee, its contractors, employees, or agents resulting or relating, directly, or indirectly from demolition activities carried out on or for the Leased Premises, or from the construction activities involved in the construction of the Project, for which the Lessor has liability pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*

The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101 *et seq.* The Parties specifically reserve the right to assert any and all immunities, rights and defenses they may have pursuant to the Wyoming Governmental Claims Act.

PROVIDED HOWEVER, Lessee shall replace and/or repair, at its sole cost and expense, any and all public improvements, including but not limited to streets and sidewalks, owned by the Lessor which are damaged by the Lessee, its contractors, employees, or agents which result from or are related to, directly, or indirectly, the demolition or construction activities carried out for the construction of the Project on the Leased Premises.

21. QUIET ENJOYMENT:

Lessor covenants that upon Lessee's compliance with the terms and conditions of this Lease, Lessee shall have and hold and peacefully enjoy the Leased Premises during the term of this Lease.

22. EQUAL EMPLOYMENT OPPORTUNITY/DISCRIMINATION:

In carrying out the terms of this Lease agreement, Lessee shall not discriminate against any employee or applicant for employment or any member of the public desiring to use the Leased Premises because of race, color, religion, sex, national origin, genetics, or disability.

23. SURRENDER AND OWNERSHIP OF FIXTURES AND IMPROVEMENTS.

At the termination of this Lease, Lessee shall surrender and give peaceable possession of Leased Premises to the Lessor.

The parties agree and understand that any and all fixtures and improvements made to the Leased Premises by the Lessee shall become, upon the termination of this Lease, the sole and separate property of the Lessor, free and clear of any encumbrance, lien, or any claim by the Lessee.

24. RECORDING.

This Lease Agreement shall be recorded in the office of the recorder of deeds of Natrona County, Wyoming.

25. MISCELLANEOUS COVENANTS.

25.1 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

25.2 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). **HOWEVER**, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

25.3 Non-waiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

25.4 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent due under this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

- 25.5 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Leased Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Leased Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.
- 25.6 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- 25.7 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.
- 25.8 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the Parties hereto, and shall inure to the benefit of all Parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor.
- 25.9 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.
- 25.10 Entire Lease. This Lease shall constitute the entire understanding and agreement of the Parties, and supersedes any prior negotiations, discussions or understandings, written or oral. This Lease may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- 25.11 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.
- 25.12 Third Party Beneficiary Rights. The Parties to this Lease do not intend to create in any other individual or entity the status of third-party 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 this 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 to bring an action for the breach of this Lease.

25.13 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

25.14 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby.

25.15 Assignment, sub-letting: The Lessee shall not assign, sell, sub-let, or otherwise transfer any interest in this Lease Agreement, the Leased Premises, or any improvement placed thereon without the prior written consent of the Lessor.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM:

City Attorney

ATTEST:

Tracey L. Belser
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation:

By: _____
Daniel Sandoval
Mayor

APPROVED AS TO FORM:

Attorney for the Casper Downtown
Development Authority

LESSEE:

DOWNTOWN DEVELOPMENT
AUTHORITY, ALSO KNOWN AS THE
CASPER DOWNTOWN DEVELOPMENT
AUTHORITY:

By: _____
Kevin Hawley
Executive Director

By: _____
Charles Walsh
Chairman of the Board of Directors

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016
by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, on
its behalf as Lessor.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 2016 by Kevin Hawley, as the Executive Director of the Board of Directors of the Downtown Development Authority, also known as the Casper Downtown Development Authority, on its behalf as Lessee.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 2016 by Charles Walsh, as Chairman of the Board of Directors of the Downtown Development Authority, also known as the Casper Downtown Development Authority, on its behalf as Lessee.

NOTARY PUBLIC

My commission expires: _____.

WOLD PARKING SPACE LEASE

THIS "LEASE" is entered into this _____ day of April, 2016, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601 referred to as "Lessor", and Wold Bros. Inc., a Wyoming corporation, 139 West Second Street, #200, Casper, Wyoming 82601 hereinafter referred to as "Lessee". The Lessor and the Lessee may collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Downtown Development Authority (also known as the Casper Downtown Development Authority, hereinafter the "DDA") was established by City Ordinance by the City as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to §§ 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

WHEREAS, the DDA is developing a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the "Project"; and,

WHEREAS, in order to develop the Project, it is necessary that certain land be acquired in the downtown area of the City for its development; and,

WHEREAS, the lands that are necessary to be acquired for the Project include the following described real property which is owned by the Lessee:

the E½ of Lots 1, 2, 3 and 4, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "Wold Property," and,

WHEREAS, ultimately, the lands acquired for the Project will be owned by the City which will then be leased by the City to the DDA for its operation and management of the Project as part of its duties and obligations as a Downtown Development Authority under Wyoming law; and,

WHEREAS, because the Wold Property is used by Lessee to provide parking to the tenants of its commercial office building located at 139 West 2nd Street, Casper, Wyoming, the acquisition of the Wold Property by the DDA is contingent upon the Lessor agreeing to lease to the Lessee herein the eastern most ten (10) parking spaces located in Lot 6 of the City Parking Lot Property. This lease is to make up for tenant parking spaces that the Lessee will be giving up by selling the Wold Property to the DDA for this Project; and,

WHEREAS, the Lessor intends to lease to the Lessee the ten (10) parking spaces as described above pursuant to this Lease Agreement, which leasing shall be contingent upon the Lessee selling and transferring its title to the Wold Property to the DDA by a warranty deed, free and clear of all

taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within thirty (30) days of the approval of this lease by all Parties hereto; and,

WHEREAS, the assignment of this Lease by the Lessor to the DDA as provided herein shall be contingent upon the DDA conveying the Wold Property to the Lessor by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within fifteen (15) days after the DDA acquires the title thereto from the Lessee.

1. INCORPORATION OF RECITALS:

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth.

2. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, the following-described property (the Leased Premises), to-wit:

The eastern-most ten (10) parking spaces located on Lot 6, Block 1, in the City of Casper, Wyoming.

Lessor hereby grants to the Lessee a non-exclusive perpetual access easement over and across Lot 7, Block 1, in the City of Casper, Wyoming during the term of this Lease. Lessee agrees and understands that this easement grants shared access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming.

3. LEASE TERM:

The term of this lease shall be for a period of twenty (20) years, commencing on the 12th day of April, 2016, to midnight on April 12th, 2036, at which time this lease shall terminate and be of no further force or effect between the Parties.

4. RENT:

Lessee shall pay to Lessor rent in the amount of Twenty Five Dollars (\$25.00) per month per space for a total sum of Two Hundred and Fifty Dollars (\$250.00) per month as rent (the "Monthly Rental") for the ten (10) parking spaces described above, payable in advance, on or before the 6th day of each month of the term of this Lease. Each "Annual Term" of this lease shall be the period from April 12th through April 11th of the next following year.

After the first Annual Term of this Lease, the Monthly Rental shall be increased by two percent (2%) for each Annual Term of this lease thereafter as follows:

ANNUAL TERM

MONTHLY RENTAL DUE

4/6/16 – 4/5/17	\$250.00
4/6/17 – 4/5/18	\$255.00
4/6/18 – 4/5/19	\$260.10
4/6/19 – 4/5/20	\$265.30
4/6/20 – 4/5/21	\$270.61
4/6/21 – 4/5/22	\$276.02
4/6/22 – 4/5/23	\$281.54
4/6/23 – 4/5/24	\$287.17
4/6/24 – 4/5/25	\$292.91
4/6/25 – 4/5/26	\$298.77
4/6/26 – 4/5/27	\$304.75
4/6/27 – 4/5/28	\$310.85
4/6/28 – 4/5/29	\$317.07
4/6/29 – 4/5/30	\$329.41
4/6/30 – 4/5/31	\$336.48
4/6/31 – 4/5/32	\$343.21
4/6/32 – 4/5/33	\$350.07
4/6/33 – 4/5/34	\$357.07
4/6/34 – 4/5/35	\$364.21
4/6/35 – 4/5/36	\$371.49

This rent shall be paid by the Lessee to the Lessor at the Lessor’s following address, or such other address as the Lessor, may, from time to time notify the Lessee in writing:

City Clerk’s Office
City Hall
200 N. David
Casper, WY 82601

5. PURPOSE:

The Leased Premises is let to Lessee for the sole and only purpose of vehicular parking during the hours between 6:00 AM to 6:00 PM, Monday through Friday of each week. The Leased Premises shall be open for public parking at all other times.

6. INSURANCE:

Lessee agrees to provide and maintain through the Lease Term, and any subsequent renewals of this Lease, liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a

single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage liability insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above prior to the commencement of any activities by the Lessee on the Leased Premises. Said insurance policy or policies shall name the Lessor as an additional insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the Parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the primary term of this Lease, or any subsequent renewal terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The Parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this Lease and take possession of the Leased Premises.

Lessee shall further insure the improvements made to the Leased Premises against loss by fire or other casualty in amounts and in insurance carriers approved by the Lessor, which in no event shall be less than the then fair market value thereof. Said insurance policy or policies shall name the Lessor as an additional insured as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

Lessee may procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

7. TERMINATION:

Lessee may terminate this Lease Agreement, provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

Lessor shall not have the right to terminate this Lease except upon the default by the Lessee of any of the terms or conditions of this Lease.

8. WAIVER:

The waiver of any breach in any of the terms and conditions of this Lease shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full

force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

9. DEFAULT:

In the event Lessee shall fail to make any payment called for pursuant to this Lease or within thirty (30) days after the same shall fall due or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. **PROVIDED HOWEVER**, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the Leased Premises and all improvements and fixtures made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the Leased Premises and all improvements and fixtures made by Lessee free and clear of sub-tenancies, liens, or other encumbrances.

If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

Subject to Lessor's right to cure upon written notice of default, it is agreed by the Parties that any breach of any material term of this Lease shall constitute cause for termination under this clause.

10. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall

manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons.

Lessor (and/or the City of Casper, Wyoming in the event this Lease is assigned) shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all environmental loss, damage, cost, expense, or liability, including without limitation, reasonable attorneys fees, caused by Lessee after Lessee first occupied or assumed possession of the Leased Premises directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under or about the property.

Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions caused by Lessee and which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

Lessor shall be solely responsible for and shall indemnify and hold harmless Lessee, its employees, agents, successors, or assigns from any and all other environmental loss, damage, cost, expense, or liability, including without limitation, reasonable attorney's fees, not caused by Lessee after Lessee first occupied or assumed possession of the Leased Premises, directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under or about the property.

11. SUBLEASE:

Lessee shall be allowed to sublease all or part of the premises for the sole and only purpose of vehicular parking during the hours between 6:00 AM to 6:00 PM, Monday through Friday of each week. Any such sublease shall be subject to the terms and conditions of this Lease.

The Parties agree and understand that the Lessor will be assigning all its right, title, and interest in this Lease (except where otherwise noted that the City of Casper, Wyoming is reserving certain rights in and to the Leased Premises) to the DDA under the following terms and conditions, for which the Lessee hereby grants its consent:

This Lease shall be contingent upon the Lessee's sale and the transferring of the title to the E½ of Lots 1, 2, 3 and 4, Block 1, in the City of Casper, Wyoming (the "Wold Property") to the DDA by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within thirty (30) days of the date of the execution of this Lease. This Lease shall be null and void between the Parties in the event the Wold Property is not conveyed as provided herein.

The actual assignment of this Lease by the Lessor to the DDA shall be contingent upon the DDA conveying the Wold Property to the City by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within fifteen (15) days after the DDA acquires the title thereto from the Lessee as set forth above.

12. ALTERATIONS:

The Lessee, and the DDA (as the assignee of this Lease) understand and agree that they shall not alter or make improvements to the Leased Premises without the written consent of the City in order for the Lessor to insure that use or access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming is not altered without the oversight and consent of the Lessor.

13. MAINTENANCE AND REPAIR:

The Lessor shall be responsible for all maintenance and repair of the Leased Premises, including the timely removal of snow therefrom, which all shall become the responsibility of the DDA upon the assignment of this Lease by the Lessor to the Lessee.

14. NUISANCE:

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State grade, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or

abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

15. INDEMNIFICATION/IMMUNITY/GOVERNMENTAL CLAIMS ACT:

The Lessee hereby agrees to indemnify and hold the Lessor and the DDA, as assignee of this Lease, their officers, elected officials, employees, and agents harmless from any and all liability for personal injury, death, or property damage arising or resulting from the Lessee's use of the Leased Premises for which the Lessor and/or the DDA has liability pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*

The City of Casper, Wyoming, as the Lessor under this Lease, and the DDA, as the assignee of this Lease do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101 *et seq.*, and specifically reserve the right to assert any and all immunities, rights and defenses they may have pursuant to the Wyoming Governmental Claims Act.

16. MISCELLANEOUS COVENANTS:

- 16.1. Lessee agrees that it has examined the leased premises and accepts the same in its present condition.
- 16.2. Lessee will allow no liens to be placed upon the leased premises.
- 16.3. Lessee shall comply with local, State, and Federal regulations.
- 16.4. Lessor (and/or the City of Casper, Wyoming in the event this Lease is assigned pursuant to Section 11) shall have access to the leased premises at all times for the purposes of inspection and repair.
- 16.5. Authorized representatives of Lessor (and/or the City of Casper, Wyoming in the event this Lease is assigned pursuant to Section 11) shall have access to the Leased Premises for the purpose of servicing the utilities which may be situated on the Leased Premises. The City of Casper, Wyoming, in the event this Lease is assigned pursuant to Section 11, further reserves the right to add or place additional utilities in the Leased Premises at any time, provided that such additional utilities do not interfere with the Lessee's use of the surface of the Leased Premises. Lessee agrees to work in good faith with the City of Casper, Wyoming to work out arrangements for alternative parking during any construction time as may be necessary for the installation of any such utilities.
- 16.6. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the City.

- 16.7 Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby.
- 16.8 This Lease sets forth the entire understanding of the Parties, and no amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- 16.9 This Lease may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- 16.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. Subject to Lessee's right to sublease set forth in Paragraph 11 above, the Lessee shall not sell or assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

EXECUTED by the Parties hereto on the day and year first above written.

APPROVED AS TO FORM:

City Attorney

ATTEST:

Tracey L. Belser
City Clerk

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

LESSEE:
WOLD BROS. INC.

Peter I. Wold, Secretary/Treasurer

ACKNOWLEDGMENTS

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of April, 2016 by DANIEL SANDOVAL, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, on its behalf as Lessor.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of April, 2016 by PETER I. WOLD, as the Secretary/Treasurer of Wold Bros. Inc. on its behalf as Lessee.

NOTARY PUBLIC

My commission expires: _____.

RESOLUTION NO.16-93

A RESOLUTION AUTHORIZING A "REVISED MEMORANDUM BETWEEN THE DOWNTOWN DEVELOPMENT AUTHORITY AND THE CITY OF CASPER, WYOMING FOR THE DEVELOPMENT OF THE DOWNTOWN PLAZA."

WHEREAS, the Downtown Development Authority (the "DDA") was established by City Ordinance as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to §§ 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

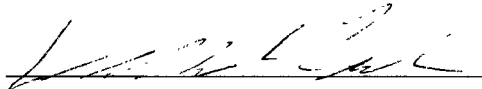
WHEREAS, the City and the DDA entered into a Memorandum of Understanding on December 1, 2015 (the "Original MOU") in order to outline the basic understanding of the parties regarding the development of a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming (the Downtown Plaza); and,

WHEREAS, after the execution of the Original MOU, the timeline for the acquisition of the real property set forth therein by the DDA has changed, necessitating a revised memorandum of understanding between the parties, which, if approved by the City will then necessitate the approval of a lease agreement between the City and the DDA for the leasing of certain properties by the City (as lessor) to the DDA (as lessee) for the development of the Downtown Plaza by the DDA.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a "Revised Memorandum between the Downtown Development Authority and the City of Casper, Wyoming for the Development of the Downtown Plaza."

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 30, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Assistant City Manager / Community Development Director 

SUBJECT: Lease Agreement between the City of Casper and Wold Bros. Inc. for ten (10) parking spaces located on City-owned property

Recommendation:

That Council, by resolution, approve a Lease Agreement between the City of Casper and Wold Bros. Inc. for ten (10) parking spaces located on City-owned property.

Summary:

The City of Casper owns the parking lot located on Lot 6, Block 1, Casper Subdivision that was formerly leased to the Iris Movie Theater for use by their customers. Wold Bros. Inc., owns a parking lot that they are selling to the Downtown Development Authority (DDA) for incorporation into the Downtown Plaza/David Street Station. Wold Bros. Inc. will be losing a significant amount of employee parking to facilitate the Downtown Plaza project, and as a result they are looking to replace the lost parking in several different nearby locations. One location that would work for their purposes is the City-owned parking lot described above. Wold Bros. Inc. has requested to lease ten (10) of the eastern-most parking spaces in the parking lot for use by their employees. The term of the lease is for twenty (20) years, and the amount of rent will be twenty-five dollars (\$25) per parking space, per month, with a two percent (2%) yearly escalation. The parking spaces will be used by Wold Bros. Inc. from 7:00 am – 6:00 pm, Monday through Friday.

A resolution and Lease Agreement have been prepared for Council's consideration.

WOLD PARKING SPACE LEASE

THIS "LEASE" is entered into this _____ day of April, 2016, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601 referred to as "Lessor", and Wold Bros. Inc., a Wyoming corporation, 139 West Second Street, #200, Casper, Wyoming 82601 hereinafter referred to as "Lessee". The Lessor and the Lessee may collectively be referred to as the "Parties."

RECITALS

WHEREAS, the Downtown Development Authority (also known as the Casper Downtown Development Authority, hereinafter the "DDA") was established by City Ordinance by the City as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to §§ 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

WHEREAS, the DDA is developing a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the "Project"; and,

WHEREAS, in order to develop the Project, it is necessary that certain land be acquired in the downtown area of the City for its development; and,

WHEREAS, the lands that are necessary to be acquired for the Project include the following described real property which is owned by the Lessee:

the E½ of Lots 1, 2, 3 and 4, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "Wold Property," and,

WHEREAS, ultimately, the lands acquired for the Project will be owned by the City which will then be leased by the City to the DDA for its operation and management of the Project as part of its duties and obligations as a Downtown Development Authority under Wyoming law; and,

WHEREAS, because the Wold Property is used by Lessee to provide parking to the tenants of its commercial office building located at 139 West 2nd Street, Casper, Wyoming, the acquisition of the Wold Property by the DDA is contingent upon the Lessor agreeing to lease to the Lessee herein the eastern most ten (10) parking spaces located in Lot 6 of the City Parking Lot Property. This lease is to make up for tenant parking spaces that the Lessee will be giving up by selling the Wold Property to the DDA for this Project; and,

WHEREAS, the Lessor intends to lease to the Lessee the ten (10) parking spaces as described above pursuant to this Lease Agreement, which leasing shall be contingent upon the Lessee selling and transferring its title to the Wold Property to the DDA by a warranty deed, free and clear of all

taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within thirty (30) days of the approval of this lease by all Parties hereto; and,

WHEREAS, the assignment of this Lease by the Lessor to the DDA as provided herein shall be contingent upon the DDA conveying the Wold Property to the Lessor by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within fifteen (15) days after the DDA acquires the title thereto from the Lessee.

1. INCORPORATION OF RECITALS:

The Recitals set forth above are hereby incorporated herein at this point as if fully set forth.

2. LEASED PREMISES:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to take from Lessor, for the term hereinafter provided, the following-described property (the Leased Premises), to-wit:

The eastern-most ten (10) parking spaces located on Lot 6, Block 1, in the City of Casper, Wyoming.

Lessor hereby grants to the Lessee a non-exclusive perpetual access easement over and across Lot 7, Block 1, in the City of Casper, Wyoming during the term of this Lease. Lessee agrees and understands that this easement grants shared access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming.

3. LEASE TERM:

The term of this lease shall be for a period of twenty (20) years, commencing on the 12th day of April, 2016, to midnight on April 12th, 2036, at which time this lease shall terminate and be of no further force or effect between the Parties.

4. RENT:

Lessee shall pay to Lessor rent in the amount of Twenty Five Dollars (\$25.00) per month per space for a total sum of Two Hundred and Fifty Dollars (\$250.00) per month as rent (the "Monthly Rental") for the ten (10) parking spaces described above, payable in advance, on or before the 6th day of each month of the term of this Lease. Each "Annual Term" of this lease shall be the period from April 12th through April 11th of the next following year.

After the first Annual Term of this Lease, the Monthly Rental shall be increased by two percent (2%) for each Annual Term of this lease thereafter as follows:

ANNUAL TERM

MONTHLY RENTAL DUE

4/6/16 – 4/5/17	\$250.00
4/6/17 – 4/5/18	\$255.00
4/6/18 – 4/5/19	\$260.10
4/6/19 – 4/5/20	\$265.30
4/6/20 – 4/5/21	\$270.61
4/6/21 – 4/5/22	\$276.02
4/6/22 – 4/5/23	\$281.54
4/6/23 – 4/5/24	\$287.17
4/6/24 – 4/5/25	\$292.91
4/6/25 – 4/5/26	\$298.77
4/6/26 – 4/5/27	\$304.75
4/6/27 – 4/5/28	\$310.85
4/6/28 – 4/5/29	\$317.07
4/6/29 – 4/5/30	\$329.41
4/6/30 – 4/5/31	\$336.48
4/6/31 – 4/5/32	\$343.21
4/6/32 – 4/5/33	\$350.07
4/6/33 – 4/5/34	\$357.07
4/6/34 – 4/5/35	\$364.21
4/6/35 – 4/5/36	\$371.49

This rent shall be paid by the Lessee to the Lessor at the Lessor’s following address, or such other address as the Lessor, may, from time to time notify the Lessee in writing:

City Clerk’s Office
City Hall
200 N. David
Casper, WY 82601

5. PURPOSE:

The Leased Premises is let to Lessee for the sole and only purpose of vehicular parking during the hours between 6:00 AM to 6:00 PM, Monday through Friday of each week. The Leased Premises shall be open for public parking at all other times.

6. INSURANCE:

Lessee agrees to provide and maintain through the Lease Term, and any subsequent renewals of this Lease, liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a

single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence, and property damage liability insurance in the amount of Fifty Thousand Dollars (\$50,000.00) per occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above prior to the commencement of any activities by the Lessee on the Leased Premises. Said insurance policy or policies shall name the Lessor as an additional insured and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the Parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 et seq. In the event the maximum liability allowed by law is altered, either during the primary term of this Lease, or any subsequent renewal terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The Parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this Lease and take possession of the Leased Premises.

Lessee shall further insure the improvements made to the Leased Premises against loss by fire or other casualty in amounts and in insurance carriers approved by the Lessor, which in no event shall be less than the then fair market value thereof. Said insurance policy or policies shall name the Lessor as an additional insured as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

Lessee may procure and maintain, at its own cost, any additional kinds and amounts of insurance which, in its own judgment, may be necessary for its proper protection.

7. TERMINATION:

Lessee may terminate this Lease Agreement, provided however, that Lessee shall notify the Lessor in writing of any such intention to terminate thirty (30) days before the next rental payment due date.

Lessor shall not have the right to terminate this Lease except upon the default by the Lessee of any of the terms or conditions of this Lease.

8. WAIVER:

The waiver of any breach in any of the terms and conditions of this Lease shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any such terms or conditions, all of which shall be and remain in full

force as to future acts or happenings notwithstanding such individual waiver of any breach thereof.

9. DEFAULT:

In the event Lessee shall fail to make any payment called for pursuant to this Lease or within thirty (30) days after the same shall fall due or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. **PROVIDED HOWEVER**, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the Leased Premises and all improvements and fixtures made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the Leased Premises and all improvements and fixtures made by Lessee free and clear of sub-tenancies, liens, or other encumbrances.

If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

Subject to Lessor's right to cure upon written notice of default, it is agreed by the Parties that any breach of any material term of this Lease shall constitute cause for termination under this clause.

10. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operations on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 1101, et seq. (Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall

manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property, in accordance with all applicable laws and regulations including all occupational safety regulations and orders. Lessee shall not bring onto the property any substance known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall make and conduct regular investigations of the property to determine the presence thereon of any hazardous substance which may have been deposited on the property by any party, including third parties, and shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee, in addition, shall take all reasonable precautions to prevent the dumping, discharge, or threatened discharge of any hazardous substance on the property by any third persons.

Lessor (and/or the City of Casper, Wyoming in the event this Lease is assigned) shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, employees, agents, successors, or assigns from any and all environmental loss, damage, cost, expense, or liability, including without limitation, reasonable attorneys fees, caused by Lessee after Lessee first occupied or assumed possession of the Leased Premises directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under or about the property.

Provided, however, that the indemnification provided for herein to Lessor shall be limited to conditions caused by Lessee and which arose on the leased property subsequent to Lessee's possession of same. It is not the intent of Lessor to hold Lessee responsible for circumstances arising before Lessee first occupied or assumed possession of the property herein leased. Further, Lessee does not agree to indemnify Lessor for conditions arising on the leased property which are caused by Lessor.

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11. SUBLEASE:

Lessee shall be allowed to sublease all or part of the premises for the sole and only purpose of vehicular parking during the hours between 6:00 AM to 6:00 PM, Monday through Friday of each week. Any such sublease shall be subject to the terms and conditions of this Lease.

The Parties agree and understand that the Lessor will be assigning all its right, title, and interest in this Lease (except where otherwise noted that the City of Casper, Wyoming is reserving certain rights in and to the Leased Premises) to the DDA under the following terms and conditions, for which the Lessee hereby grants its consent:

This Lease shall be contingent upon the Lessee's sale and the transferring of the title to the E½ of Lots 1, 2, 3 and 4, Block 1, in the City of Casper, Wyoming (the "Wold Property") to the DDA by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within thirty (30) days of the date of the execution of this Lease. This Lease shall be null and void between the Parties in the event the Wold Property is not conveyed as provided herein.

The actual assignment of this Lease by the Lessor to the DDA shall be contingent upon the DDA conveying the Wold Property to the City by a warranty deed, free and clear of all taxes, liens and encumbrances, except for reservations, covenants, and restrictions of record within fifteen (15) days after the DDA acquires the title thereto from the Lessee as set forth above.

12. ALTERATIONS:

The Lessee, and the DDA (as the assignee of this Lease) understand and agree that they shall not alter or make improvements to the Leased Premises without the written consent of the City in order for the Lessor to insure that use or access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming is not altered without the oversight and consent of the Lessor.

13. MAINTENANCE AND REPAIR:

The Lessor shall be responsible for all maintenance and repair of the Leased Premises, including the timely removal of snow therefrom, which all shall become the responsibility of the DDA upon the assignment of this Lease by the Lessor to the Lessee.

14. NUISANCE:

The Lessee shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State grade, and municipal government, and of any and all of their departments and bureaus applicable to said premises for the correction, prevention, or

abatement of nuisances or other grievances in, upon, or connected with said premises during the term.

15. INDEMNIFICATION/IMMUNITY/GOVERNMENTAL CLAIMS ACT:

The Lessee hereby agrees to indemnify and hold the Lessor and the DDA, as assignee of this Lease, their officers, elected officials, employees, and agents harmless from any and all liability for personal injury, death, or property damage arising or resulting from the Lessee's use of the Leased Premises for which the Lessor and/or the DDA has liability pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*

The City of Casper, Wyoming, as the Lessor under this Lease, and the DDA, as the assignee of this Lease do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101 *et seq.*, and specifically reserve the right to assert any and all immunities, rights and defenses they may have pursuant to the Wyoming Governmental Claims Act.

16. MISCELLANEOUS COVENANTS:

- 16.1. Lessee agrees that it has examined the leased premises and accepts the same in its present condition.
- 16.2. Lessee will allow no liens to be placed upon the leased premises.
- 16.3. Lessee shall comply with local, State, and Federal regulations.
- 16.4. Lessor (and/or the City of Casper, Wyoming in the event this Lease is assigned pursuant to Section 11) shall have access to the leased premises at all times for the purposes of inspection and repair.
- 16.5. Authorized representatives of Lessor (and/or the City of Casper, Wyoming in the event this Lease is assigned pursuant to Section 11) shall have access to the Leased Premises for the purpose of servicing the utilities which may be situated on the Leased Premises. The City of Casper, Wyoming, in the event this Lease is assigned pursuant to Section 11, further reserves the right to add or place additional utilities in the Leased Premises at any time, provided that such additional utilities do not interfere with the Lessee's use of the surface of the Leased Premises. Lessee agrees to work in good faith with the City of Casper, Wyoming to work out arrangements for alternative parking during any construction time as may be necessary for the installation of any such utilities.
- 16.6. Lessee shall keep the property clear of all nuisances such as weeds, litter, garbage, junk or any other materials that would make said site unsightly and a nuisance to the City.

- 16.7 Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby.
- 16.8 This Lease sets forth the entire understanding of the Parties, and no amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- 16.9 This Lease may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- 16.10 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the parties hereto, and shall inure to the benefit of all parties hereto and their respective heirs, assigns, successors, grantees, and transferees. Subject to Lessee's right to sublease set forth in Paragraph 11 above, the Lessee shall not sell or assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor, which consent shall not be unreasonably withheld.

EXECUTED by the Parties hereto on the day and year first above written.

APPROVED AS TO FORM:



City Attorney

ATTEST:

Tracey L. Belser
City Clerk

LESSOR:
CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor

LESSEE:
WOLD BROS. INC.

Peter I. Wold, Secretary/Treasurer

ACKNOWLEDGMENTS

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of April, 2016 by DANIEL SANDOVAL, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, on its behalf as Lessor.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of April, 2016 by PETER I. WOLD, as the Secretary/Treasurer of Wold Bros. Inc. on its behalf as Lessee.

NOTARY PUBLIC

My commission expires: _____.

RESOLUTION NO. 16-94

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF CASPER AND WOLD BROS. INC., FOR TEN (10) PARKING SPACES LOCATED ON CITY-OWNED PROPERTY.

WHEREAS, the City of Casper owns the parking lot located on Lot 6, Block 1, in the City of Casper, Wyoming; and,

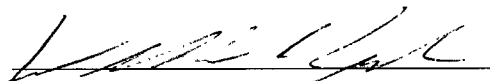
WHEREAS, Wold Bros. Inc., has agreed to sell property to the Downtown Development Authority (DDA) to facilitate the construction of a Downtown Plaza if it is able to lease ten (10) parking spaces from the City to make up for the loss of parking that it will lose by the sale of its property to the DDA; and,

WHEREAS, the City desires to enter into a lease agreement with Wold Bros. Inc., for its use of the eastern-most ten (10) parking spaces located on Lot 6, Block 1, in the City of Casper, Wyoming.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a Lease Agreement between the City of Casper and Wold Bros. Inc., for its use of the eastern-most ten (10) parking spaces located on Lot 6, Block 1, in the City of Casper, Wyoming, under the terms and conditions set forth in said Lease Agreement.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:


CITY OF CASPER, WYOMING
A Municipal Corporation

Tracey L. Belser
City Clerk

Daniel Sandoval
Mayor

March 31, 2016

MEMO TO: V.H. McDonald, City Manager

FROM: Liz Becher, Community Development Director 

SUBJECT: Authorize a Lease Agreement between the City of Casper and the Casper Downtown Development Authority for the Leasing of Real Property for the Development of the Downtown Plaza

Recommendation:

That Council, by resolution, authorize a Lease Agreement between the City of Casper, as Lessor, and the Casper Downtown Development Authority (DDA), as Lessee, for the leasing of real property for the development of the downtown plaza.

Summary:

The DDA desires to develop a public plaza in the downtown area of Casper. Part of the property where the future site of the plaza will be located is currently owned by the City, and is proposed to be leased to the DDA for the development of the plaza, as described in the Lease Agreement which is attached for Council's consideration for approval by resolution.

The other properties where the plaza will be located have/will be acquired by the DDA and the DDA will convey those properties to the City, pursuant to the terms and conditions of a Revised Memorandum of Understanding, wherein the City will lease those properties back to the DDA for the plaza project. The term of the Lease will be for twenty-five (25) years, and rent will be one dollar (\$1.00) per year. The DDA will develop these properties, at its sole cost and expense, a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper.

Construction of the plaza site will be governed by the Plan of Development that the DDA submitted to the Casper City Council for approval last fall. At the end of the Lease term the DDA will give possession of the plaza project, including all fixtures and improvements, to the City of Casper.

LEASE AGREEMENT

THIS Lease Agreement ("Lease") is entered into this _____ day of _____, 2016, by and between the City of Casper, Wyoming, a Municipal Corporation, 200 N. David, Casper, Wyoming 82601, hereinafter referred to as the "Lessor," and the Downtown Development Authority (also known as the Casper Downtown Development Authority), 234 S. David, Casper, Wyoming 82601, hereinafter referred to as the "Lessee," the Lessor and Lessee collectively referred to herein as the "Parties."

RECITALS

WHEREAS, Lessor and the Lessee entered into a Revised Memorandum of Understanding ("Revised MOU") dated April 12th, 2016 for the development of a public plaza in the downtown area of Casper, Wyoming, the same which is incorporated herein at this point as if fully set forth; and,

WHEREAS, the Lessee desires to lease from the Lessor, and Lessor desires to lease the Leased Premises described below pursuant to the terms and conditions of this Lease for the development of the public plaza in the downtown area of Casper, Wyoming.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties hereto agree by and between them as follows:

1. INCORPORATION OF RECITALS:

The recitals set forth above are hereby incorporated herein at this point as if fully set forth as part of this Lease.

2. LEASED PREMISES, AND WARRANTY DISCLAIMER:

Lessor hereby agrees to lease to Lessee, and Lessee hereby agrees to lease from Lessor, for the term hereinafter provided, and any renewals thereafter, and upon the terms and conditions set forth herein, the following described real property, hereinafter referred to as the Leased Premises:

A: CURRENT REAL PROPERTY OWNED BY THE LESSOR

The Parties agree and understand that the Lessor holds title in fee simple to the following described parcels of real property:

Lots 41, 42, 43 and 44, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "State Property." PROVIDED HOWEVER, the Lessor is excepting from this Lease and is reserving unto the Lessor that portion of Lot 44,

Block 1, City of Casper being more particularly described in a Warranty Deed recorded February 10, 2010, as Instrument No. 883789 in the real estate records of Natrona County, Wyoming.

Lot 40, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "Adbay Property."

Lot 6, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "City Parking Lot Property." **PROVIDED HOWEVER**, the leasing of this real property by the Lessor to the Lessee is contingent upon the Lessee obtaining and transferring the title to the Wold Property as set forth in the Revised MOU and Subsection B below. Lessee acknowledges that the leasing of the City Parking Lot Property from the Lessor will be subject to a separate lease for parking spaces by Wold Bros. Inc. with the Lessor. Lessor agrees to assign all of its right, title, and interest in and to the Wold Parking Space Lease upon the Lessee obtaining fee simple title to the Wold Property and the conveyance of said property to the Lessor pursuant to the Revised MOU.

Lessor grants to the Lessee, upon Lessee transferring title to the Wold Property to the Lessor, a non-exclusive perpetual easement for access to the Parking Lot Property over and across Lot 7, Block 1, in the City of Casper, Wyoming (ownership of which is being retained by the Lessor). The Parties agree and understand that Lot 7 grants shared access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming which access is required and necessary for the use and benefit of these three lots.

B: REAL PROPERTY TO BE ACQUIRED BY THE LESSOR FROM THE LESSEE

The Lessee is committed to obtaining title in fee simple to the following real properties which are then to be conveyed by the Lessee to the Lessor pursuant to the Revised MOU. Each of these parcels of real property, after the recording of a warranty deed in the real estate records of Natrona County, Wyoming, evidencing the transfer of said real property from the Lessee to the Lessor, shall then be leased from the Lessor to the Lessee automatically by this reference, and shall be subject to the terms and conditions of this Lease:

W1/2 of Lots 1, 2, 3, 4 and all Lot 5, Block 1, in the City of Casper, Wyoming, hereinafter referred to as the "Ames Property."

E½ of Lots 1, 2, 3 and 4, Block 1, City of Casper, Wyoming, hereinafter referred to as the "Wold Property."

PROVIDED HOWEVER, the warranty deeds described above shall transfer the title to said parcels of real property free and clear of all taxes, encumbrances or liens, except for easements, covenants, and restrictions, and reservations of record.

C: LAND TRADE PROPERTY

As set forth in the Revised MOU, The owner of the property known as Fire Station No. 1 (located on Lots 36 and 37 Block 1, in the City of Casper, Wyoming) also owns Lot 39, Block 1, in the City of Casper, Wyoming, which is used for a parking lot for the property known as Fire Station No. 1. The Lessee desires to build part of the Project on Lot 39.

In order to facilitate the desires of the Lessee to use Lot 39 for this purpose, the Lessor may be entering into a land trade agreement with the owner of said Lot 39 in which the Lessor would trade, pursuant to the provisions of W.S. 15-1-112(b)(ii), Lot 8, Block 1, in the City of Casper, Wyoming as owned by the Lessor for Lot 39. The Lessor intends to use its best efforts to make this real property trade, however, the Lessor cannot, at this time, make any assurances or guarantee that it will be able to consummate this land trade.

PROVIDED HOWEVER, in the event the Lessor is able to consummate this land trade, then, in that event, the Lessor agrees to lease Lot 39 to the Lessee for its use in the development of the Project. Lot 39 shall automatically be incorporated in this Lease upon the recording with the Natrona County Clerk of a warranty deed for said Lot 39 to the Lessor from the owner thereof.

D: OWNERSHIP RETAINED BY THE LESSOR

The Parties agree and understand that the Lessor shall retain ownership in Lot 7, Block 1, in the City of Casper, Wyoming due to Lessor's need for a utility corridor and to ensure access to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming, as Lot 7 serves as a shared access for these Lots.

LESSOR HEREBY LEASES THE LEASED PREMISES TO LESSEE "AS IS, WITH ALL FAULTS." LESSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE CONDITION OR USE OF THE LEASED PREMISES OR THE FITNESS OR MERCHANTABILITY OF THE LEASED PREMISES FOR ANY PARTICULAR USE OR PURPOSE.

Lessee states that Lessee has inspected the Leased Premises, and hereby accepts said property in its present condition.

3. LEASE TERM:

The Leased Premises shall be leased to the Lessee for a primary term of twenty-five (25) years (the "Lease Term"), commencing on the 12th day of April, 2016 and shall terminate at midnight on the 12th day of April, 2041.

4. RENT:

Lessee shall pay to Lessor rent in the total sum of ONE DOLLAR (\$1.00) per year, with said rent being due and payable to the Lessor on or before the 12th day of April of each year of this lease. Lessee shall make such rent payments to the Lessor at the following address, or such other address, as the Lessor may, from time to time, designate to the Lessee in writing:

City Clerk's Office
Finance Division
200 N. David
Casper, WY 82601

5. PURPOSE.

The Leased Premises is being leased by the Lessor to the Lessee for the Lessee's development, at Lessee's sole cost and expense, of a public plaza thereon for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming, hereinafter referred to as the "Plaza Project" or the "Project."

6. LAWS AND REGULATIONS:

Lessee shall be solely responsible for compliance with all laws, orders, and regulations of federal, state, and municipal authorities and with any direction of any public officer pursuant to law. Lessee shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease, or for the making of repairs, additions, alterations, or improvements thereto.

7. INSURANCE:

Lessee agrees to provide and maintain through the Lease Term, and any subsequent renewals of this Lease, liability and property damage insurance in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) for each claimant for any number of claims arising out of a single transaction or occurrence, and in the sum of Five Hundred Thousand Dollars (\$500,000.00) for all claimants arising out of a single transaction or occurrence. Lessee shall provide the Lessor with certificates evidencing such insurance as outlined above prior to the commencement of any activities by the Lessee on the Leased Premises. Lessor hereby agrees that the Lessee may insure for this liability through the Wyoming Association of Risk Management (WARM), or in other insurance

carriers approved by the Lessor in writing. If this liability coverage is carried in an insurance carrier other than WARM, then, in that event, said insurance policy or policies shall name the Lessor as an additional insured by endorsement as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

It is recognized by and between the Parties to this Lease that the insurance requirements contained herein are the maximum liabilities which may be imposed under Wyoming Statutes 1-39-101 *et seq.* In the event the maximum liability allowed by law is altered, either during the primary term of this Lease, or any subsequent renewal terms, then such insurance as outlined above from Lessee shall be amended accordingly so as to provide insurance in an amount equal to or greater than the maximum liability imposed by law. The Parties agree that failure to provide proof of insurance as outlined above, or any lapse in that coverage, will result in the Lessor having the option to immediately terminate this Lease and take possession of the Leased Premises.

Lessee shall further insure the improvements made to the Leased Premises against loss by fire or other casualty through the Wyoming Association of Risk Management (WARM), or in other insurance carriers approved by the Lessor in writing, in amounts approved by the Lessor in writing, which, in no event, shall be less than the then fair market value thereof. If this property insurance is carried in an insurance carrier other than WARM, then, in that event, said insurance policy or policies shall name the Lessor as an additional insured by endorsement as its interests may appear and shall provide the Lessor with at least thirty (30) days written notice of any lapse, termination, cancellation or modification.

8. EMPLOYEES OF LESSEE:

Lessee shall not permit its employees, organizational members or participants to violate any of the terms and conditions of this Lease nor to violate any law, rule, or regulation of the Lessor with respect to the Leased Premises.

9. ADVERTISING:

Lessee shall have the right to procure and to install, affix, maintain, and replace appropriate signs displaying advertising matter for the Project and/or on the Leased Premises; provided that if the Casper City Manager has a good faith basis to believe the advertising display is not appropriate in connection with the intended use of the property and its related facilities, the City Manager will provide written notice to Lessee and Lessee and the City Manager will meet and attempt to informally resolve the objection to the City Manager's satisfaction. If after meeting, the City Manager's objection is not resolved, then the Lessee will remove the advertising display.

Lessee shall not, in procuring, installing, displaying, or replacing any advertising material, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood that any approval by the

Lessor of advertising material shall not constitute a waiver of Lessee's obligations concerning such violations or infringement. Lessee agrees to indemnify and hold the Lessor harmless with respect to all claims alleging such violations, without cost to the Lessor. Advertisement(s) cannot be pre-sold beyond the termination of this Lease.

10. RIGHT TO ENTRY:

The Lessor reserves the right to enter the Leased Premises at all reasonable times upon first providing reasonable notice to the Lessee. PROVIDED HOWEVER, Lessor shall have the right to enter the Leased Premises at any time, without giving the Lessee prior notice in the case of emergency, or for any lawful entry by the Lessor's police or fire departments or the personnel thereof.

11. DEMOLITION LIABILITY, OPERATIONS, AND MAINTENANCE AND REPAIR:

A: DEMOLITION LIABILITY

Lessee shall be solely liable and responsible for any and all damages, injuries, or death caused by the Lessee, its contractors, employees, or agents resulting or relating, directly, or indirectly from demolition activities carried out on or for the Leased Premises, or from the construction activities involved in the construction of the Project.

B: OPERATIONS, MAINTENANCE AND REPAIR

Lessee shall maintain the property in good condition at its sole cost and expense, and shall be solely responsible and liable for any and all damage caused to the Leased Premises by the intentional or negligent acts of the Lessee, or any contractors or agents thereof, and for any such damage which is caused by fire or other casualty thereto.

The Lessee agrees that it will be solely responsible for the complete operations, staffing, costs, expenses, repairs, maintenance and financial viability of the Project during the lease term for the Project. The Lessor shall not be responsible for any financial shortfalls, operational losses, or for any other infusion of capital for the Project, or for any costs of expenses for the operation or maintenance of the Project.

The Lessee's Operation and Maintenance Plan, as set forth in the Plan of Development for this Project, as approved by the Lessor by Resolution No. 15-300 on November 17, 2015, is hereby incorporated herein at this point as if fully set forth. In this regard, the Lessee hereby specifically states and agrees as follows:

The Lessee shall be solely responsible, at its sole cost and expense, for day to day operations and maintenance of the Project, including, but not limited to snow removal, utilities, planning and scheduling events, and the maintenance of all equipment and grounds of the Leased Premises.

12. ADDITIONS, ALTERATIONS, AND IMPROVEMENTS:

Lessee may make alterations, at its sole cost and expense to the Leased Premises, which alterations shall be subject to this Section.

Lessor hereby expressly consents to the Lessee's demolition, at Lessee's sole cost and expense, of the current buildings and improvements on the Leased Premises described and set forth in Section 2A, being the real property described as the State Property and the Adbay Property. Lessor further consents to the Lessee developing these specific properties as set forth in the Plan of Development for this Plaza Project as developed by the Lessee, and approved by the Lessor by Resolution No. 15-300 on November 17, 2015.

The Lessor consents to the Lessee's demolition, at Lessee's sole cost and expense, of the current buildings and improvements on the Leased Premises described as the Ames Property and the Wold Property in Section 2B above upon the inclusion of these properties in this Lease.

PROVIDED HOWEVER, Lessee shall not make any alterations or improvements to the City Parking Lot Property as described in Section 2A above without the prior written approval of either the City Manager or the Casper City Council as hereinafter provided due to the perpetual access requirements to Lots 6, 7, and 8, Block 1, in the City of Casper, Wyoming.

In the event the Lessor is able to trade for Lot 39 as set forth in Section 2C above, then the Lessor consents to the Lessee's use of Lot 39 for the Project upon the inclusion of Lot 39 in this Lease.

Following the construction of the Plaza Project pursuant to the above referenced Plan of Development, the plans and specifications for any future alterations to the Leased Premises (or for any current or future alterations to the City Parking Lot Property) as well as for the construction of any future facilities or fixtures on or to the Leased Premises by the Lessee, up to the sum of Twenty Thousand Dollars (\$20,000.00), shall be submitted to the Casper City Manager or his written designee for written approval thereof prior to any construction thereof.

Following the construction of the Plaza Project pursuant to the above referenced Plan of Development, the plans and specifications for any future alterations to the Leased Premises (or for any current or future alterations to the City Parking Lot Property) as well as for the construction of any future facilities or fixtures on or to the Leased Premises by the Lessee, which exceed the sum of Twenty Thousand Dollars (\$20,000.00), shall first be submitted to the Casper City Manager or his written designee for the further approval by the Casper City Council prior to any construction thereof.

All such construction shall meet and be in accordance with all existing plumbing, mechanical, and electrical codes. Lessee shall, at its sole cost and expense, obtain all necessary building permits before the commencement of any construction on the Premises.

The Parties agree and understand that these are permanent improvements to the Leased Premises, and as such, upon the termination of this Lease any and all improvements to the Leased Premises shall become the sole and separate property of the Lessor, free and clear of any claim by the Lessee.

The Lessor reserves the right to make public improvements in or to the Leased Premises, its facilities or improvements as it may desire, upon reasonable notice to Lessee or the Sub-Lessee, provided such improvements do not substantially conflict with the use of the Leased Premises by the Lessee or its operation by Lessee as a public plaza.

13. UTILITIES AND TAXES:

Lessee shall be solely responsible for the payment of all utilities for the Leased Premises during the term of this Lease, and Lessee shall timely pay all charges for water and sewer services, electricity, natural gas, and other utilities used by Lessee on the Leased Premises. Lessee shall pay when due all such utility charges free and clear of any claim against the Lessor therefore.

Lessee shall be solely responsible for the costs and expense for all fiber optic cables and services to the Leased Premises.

Lessee shall be solely responsible for, and pay, when due, any and all real and personal property taxes assessed against the Leased Premises.

14. DEFAULT:

In the event Lessee shall fail to make any payment called for pursuant to this Lease or within thirty (30) days after the same shall fall due, then Lessor may terminate this Lease by giving Lessee written notice of such termination, or, in the event the Lessee fails to perform any other obligations called for herein on its part to be performed, and upon written notice duly given of such deficiency by Lessor, and upon Lessee's failure to cure such deficiency within thirty (30) days after such notice, then Lessor may, by written notice to Lessee, terminate this Lease Agreement, effective upon proper delivery or mailing of said written termination notice by Lessor. **PROVIDED HOWEVER**, in the event the cure of any such deficiency (other than the making of any payment otherwise due the Lessor by the Lessee) will reasonably take more than thirty days, then, in that event, Lessee shall not be considered to be in default as long as Lessee commences said cure within the initial thirty day period and continues to work, in a timely and reasonable fashion the cure of any such deficiency.

Upon such termination, Lessor shall be entitled to possession of the Leased Premises and all improvements and fixtures made by Lessee without any further notice or demand, and Lessee shall peacefully surrender the Leased Premises and all improvements and fixtures made by Lessee free and clear of sub-tenancies, liens, or other encumbrances.

If Lessee shall refuse to surrender and deliver the possession of the premises, then Lessor without further notice or demand, may re-enter the premises and repossess by force, summary proceedings, ejectment, or otherwise using such help, assistance, and force, in doing so that may be equal and proper without being liable for prosecution of damages therefore, and without prejudice to any remedy allowed by law or equity.

It is agreed by the Parties that any breach of any term of this Lease shall constitute cause for termination under this clause.

15. REIMBURSEMENT OF DEFAULT AND EVICTION ACTION EXPENSES:

Lessee shall pay and indemnify Lessor against all legal costs and charges, including attorney's fees, in obtaining possession of the Leased Premises after a default of Lessee or after Lessee's default in surrendering possession upon the expiration or early termination of this Lease or enforcing any covenant of the Lessee herein contained.

16. DESTRUCTION OF LEASED PREMISES OR FIXED ASSETS:

If the fixed assets, buildings or other improvements to the Leased Premises be totally destroyed by fire or other cause, the tenancy created hereby shall be thereafter terminated if the Lessee does not rebuild or restore said improvements so destroyed. Lessee shall fairly compensate the Lessor in monetary value for those assets, buildings, or other improvements totally destroyed. Said improvements not totally destroyed by fire or other cause, regardless of the cause of damage, will be the responsibility of the Lessee to repair, or rebuild to an equal or better condition than they existed prior to any such casualty or to fairly compensate the Lessor in monetary value for any such destruction.

17. NOTICE:

Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or if mailed by certified mail, postage paid, addressed to other Party at their following respective address:

LESSOR:

City Manager
City of Casper
200 N. David
Casper, Wyoming 82601

LESSEE:

Executive Director
Casper Downtown Development Authority
341 West Yellowstone
Casper, Wyoming 82601

or such other address as either the Lessor or the Lessee shall advise the other, from time to time, in writing as provided above.

18. ENVIRONMENTAL COMPLIANCE:

Lessee shall conduct its operation on the property in compliance with, and shall not permit the property to be in violation of any applicable local, state, or federal environmental laws. Lessee shall obtain and maintain in effect all permits required by any environmental laws for the property, and its uses, and shall furnish to Lessor copies of the permits upon request. Lessee shall comply with all reporting requirements of 42 U.S.C. 11001, *et seq.* (Emergency Planning and Community Right to Know Act). Lessee shall not handle, store, dispose of, or allow the handling, storage, or disposal of any hazardous waste as defined in 42 U.S.C. 6903(5), or hazardous substance as defined in 42 U.S.C. 9601(14), on the property, and shall not discharge any waste onto lands or any surface water or ground water at or near the property. Lessee shall manage all hazardous substances and chemicals which it handles off-site, but in proximity to the subject property in accordance with all applicable laws and regulations. Lessee shall not bring onto the property any substances known to cause human injury, including, without limitation, cancer or reproductive toxicity, except those which are necessary for the prudent and necessary management of Lessee's lawful operations on the property. In addition, Lessee shall comply with all laws, regulations, and standards applicable to those substances.

Lessee shall immediately advise Lessor in writing of (1) any and all governmental agencies regulatory proceedings or enforcement actions instituted or threatened, which require or could require investigation, mitigation, clean-up, alteration, or abatement of any conditions on the property; (2) all claims made or threatened by any party against Lessee or the property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any pollutant, or hazardous substance; and, (3) Lessee's discovery of any occurrence or condition on the property which might subject Lessee, Lessor, or the property to any restrictions on ownership, occupancy, transferability, or use of the property under any local, state, or federal environmental law.

Lessee shall report any condition which indicates the presence of such substances immediately to Lessor and to the proper authorities. Lessee shall advise Lessor, upon request of any investigations which had been made by Lessee, the dates of such investigations, and the method of investigation.

Lessor shall have the right to join and participate in, as a party if it so elects, any

settlements, remedial actions, legal proceedings, or actions initiated in connection with any claims brought under the environmental laws. Lessee shall be solely responsible for and shall indemnify and hold harmless Lessor, its elected officials, appointed officials, employees, agents, successors, or assigns from any and all loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the use, generation, manufacturer, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous substances on, under, or about the property including without limitation:

- A. All foreseeable and unforeseeable consequential damages;
- B. The costs of any required or necessary repair, clean-up, or detoxification of the property, and the preparation and implementation of any closure, remedial, or other required plans; and,
- C. All reasonable costs and expenses incurred by Lessor in connection with clauses (A) and (B) including, without limitation, including reasonable attorney's fees.

19. MORTGAGES, LIENS, AND ENCUMBRANCES:

Lessee agrees not to mortgage, encumber or otherwise allow any lien to be placed on the Leased Premises. Lessee agrees to indemnify and save harmless the Lessor from any and all liens or encumbrances placed on the Leased Premises or for any loss or claim arising for labor or material furnished to or for the Leased Premises not otherwise consented to, in writing, by the Lessor.

Lessee shall not enter into or make any contract for construction, repair, or improvements on, in, or to premises, or any part thereof, or for any work to be done or materials to be furnished on or to premises, or any part thereof, without providing in such contract or agreement that no mechanics or materialmens lien shall be created or shall arise at any time against the Leased Premises and/or the building or improvements located thereon. All persons furnishing any work, labor, or materials, as well as all other persons whatever, shall be bound by this provision and by the notice of it from and after date this Lease is recorded in the Natrona County Real Estate records, and notice is hereby given that no mechanics lien, materialmens lien, or any other encumbrance made by or obtained against Lessee, or Lessee's interest in Leased Premises, including any building or improvements thereon, shall in any manner or degree affect the title or interest of Lessor in the Leased Premises or the building or improvements thereon.

Lessee agrees not to make any oral contract or agreement for any labor, services, fixtures, material, or supplies in connection with altering, repairing or improving the building or improvements on the Leased Premises, and all written contracts or agreements therefore shall provide that the contractor and their sub-contractor(s) waive all right to a mechanics or materialmens lien by reason of furnishing any labor, services and/or material under such contract or agreement.

20. INDEMNITY, HOLD HARMLESS, AND GOVERNMENTAL IMMUNITY:

The Lessee hereby agrees to indemnify and hold the Lessor, its officers, elected officials, employees, and agents harmless from any and all liability for personal injury, death, or property damage arising or resulting from the Lessee's use of the Leased Premises, including, but not limited to all damages, injuries, or death caused by the Lessee, its contractors, employees, or agents resulting or relating, directly, or indirectly from demolition activities carried out on or for the Leased Premises, or from the construction activities involved in the construction of the Project, for which the Lessor has liability pursuant to the Wyoming Governmental Claims Act, Wyoming Statutes Section 1-39-101 *et seq.*

The Parties do not waive any right or rights they may have pursuant to the Wyoming Governmental Claims Act, Wyoming Statute Sections 1-39-101 *et seq.* The Parties specifically reserve the right to assert any and all immunities, rights and defenses they may have pursuant to the Wyoming Governmental Claims Act.

PROVIDED HOWEVER, Lessee shall replace and/or repair, at its sole cost and expense, any and all public improvements, including but not limited to streets and sidewalks, owned by the Lessor which are damaged by the Lessee, its contractors, employees, or agents which result from or are related to, directly, or indirectly, the demolition or construction activities carried out for the construction of the Project on the Leased Premises.

21. QUIET ENJOYMENT:

Lessor covenants that upon Lessee's compliance with the terms and conditions of this Lease, Lessee shall have and hold and peacefully enjoy the Leased Premises during the term of this Lease.

22. EQUAL EMPLOYMENT OPPORTUNITY/DISCRIMINATION:

In carrying out the terms of this Lease agreement, Lessee shall not discriminate against any employee or applicant for employment or any member of the public desiring to use the Leased Premises because of race, color, religion, sex, national origin, genetics, or disability.

23. SURRENDER AND OWNERSHIP OF FIXTURES AND IMPROVEMENTS.

At the termination of this Lease, Lessee shall surrender and give peaceable possession of Leased Premises to the Lessor.

The parties agree and understand that any and all fixtures and improvements made to the Leased Premises by the Lessee shall become, upon the termination of this Lease, the sole and separate property of the Lessor, free and clear of any encumbrance, lien, or any claim by the Lessee.

24. RECORDING.

This Lease Agreement shall be recorded in the office of the recorder of deeds of Natrona County, Wyoming.

25. MISCELLANEOUS COVENANTS.

25.1 No Partnership. Anything contained herein to the contrary notwithstanding, Lessor does not in any way or for any purpose become a partner of Lessee in the conduct of its business, or otherwise, or a joint venturer or member of a joint enterprise with Lessee hereunder.

25.2 Force Majeure. Whenever a day is appointed on which, or a period of time is appointed within which, either party is required to do or complete any act, matter or thing, the time for the doing or its completion shall be extended by a period of time equal to the number of days during which such party is prevented from or is unreasonably interfered with, the doing or completion of such act, matter or thing because of strikes, lockouts, embargoes, unavailability of labor or material, wars, insurrections, rebellions, declaration of national emergencies, acts of God, or other causes beyond such party's reasonable control (financial inability excepted). **HOWEVER**, nothing contained in this Section shall excuse Lessee from the prompt payment of any rental or other charge required of Lessee, except as may be expressly provided elsewhere in this Lease.

25.3 Non-waiver of Breach. Each term and provision of this Lease performable by Lessee shall be construed to be both a covenant and a condition. The waiver by Lessor of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor's knowledge of the preceding breach at the time of acceptance of the rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless the waiver is in writing and signed by Lessor.

25.4 Accord and Satisfaction. No payment by Lessee or receipt by Lessor of a lesser amount than the rent due under this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of the rent or pursue any other remedy provided in this Lease.

- 25.5 Cancellation not merger. No act or conduct of Lessor, whether consisting of the acceptance of the keys to the Leased Premises, or otherwise, shall be deemed to constitute an acceptance of the surrender of the Leased Premises by Lessee prior to the expiration of the Lease Term, and such acceptance by Lessor of surrender by Lessee shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Lessor. The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of it, or the termination of it by Lessor shall not work a merger, but at the option of Lessor shall either terminate any or all existing subleases or sub-tenancies, or operate as an assignment to Lessor of any or all such subleases or sub tenancies.
- 25.6 Amendment. No amendment or modification of the terms of this Lease shall be valid or enforceable unless made in writing and executed by all Parties hereto.
- 25.7 Survival. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with this Lease, as well as all continuing obligations indicated in this Lease, will survive final payment, completion and acceptance of the services and termination or completion of the Lease.
- 25.8 Successors and Assigns. The terms and conditions of this Lease shall be binding upon the Parties hereto, and shall inure to the benefit of all Parties hereto and their respective heirs, assigns, successors, grantees, and transferees. The Lessee shall not assign this Lease or otherwise sub-contract its duties and responsibilities as set forth in this Lease without the prior written consent of the Lessor.
- 25.9 Time is of the essence. Time is of the essence of this Lease and all of its terms, provisions, covenants and conditions.
- 25.10 Entire Lease. This Lease shall constitute the entire understanding and agreement of the Parties, and supersedes any prior negotiations, discussions or understandings, written or oral. This Lease may be executed in more than one copy, each copy of which shall serve as an original for all purposes, but all copies shall constitute but one and the same Agreement.
- 25.11 Severability. If a court of competent jurisdiction renders any provision of this Lease (or portion of a provision) to be invalid, illegal or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Lease will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Lease.
- 25.12 Third Party Beneficiary Rights. The Parties to this Lease do not intend to create in any other individual or entity the status of third-party 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 this 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 to bring an action for the breach of this Lease.

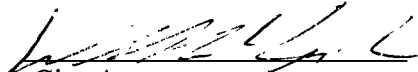
25.13 Governing Law and Venue. This Lease, its interpretation and enforcement shall be governed and construed in accordance with the laws of the State of Wyoming. Any litigation regarding this Lease shall be resolved in a court of competent jurisdiction situated in Natrona County, Wyoming.

25.14 Authority. Each individual executing this Lease for and on behalf of their principals hereby state that they have the requisite power and authority to enter into this Lease and to consummate the transactions contemplated and intended hereby.

25.15 Assignment, sub-letting: The Lessee shall not assign, sell, sub-let, or otherwise transfer any interest in this Lease Agreement, the Leased Premises, or any improvement placed thereon without the prior written consent of the Lessor.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement the day and year first written.

APPROVED AS TO FORM:


City Attorney

ATTEST:

Tracey L. Belser
City Clerk

LESSOR:

CITY OF CASPER, WYOMING
A Municipal Corporation:

By: _____
Daniel Sandoval
Mayor

APPROVED AS TO FORM:

Attorney for the Casper Downtown
Development Authority

LESSEE:

DOWNTOWN DEVELOPMENT
AUTHORITY, ALSO KNOWN AS THE
CASPER DOWNTOWN DEVELOPMENT
AUTHORITY:

By: _____
Kevin Hawley
Executive Director

By: _____
Charles Walsh
Chairman of the Board of Directors

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016
by Daniel Sandoval, as the Mayor of the City of Casper, Wyoming, a Municipal Corporation, on
its behalf as Lessor.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 2016 by Kevin Hawley, as the Executive Director of the Board of Directors of the Downtown Development Authority, also known as the Casper Downtown Development Authority, on its behalf as Lessee.

NOTARY PUBLIC

My commission expires: _____.

STATE OF WYOMING)
) ss.
COUNTY OF NATRONA)

The foregoing Lease Agreement was acknowledged before me this _____ day of _____, 2016 by Charles Walsh, as Chairman of the Board of Directors of the Downtown Development Authority, also known as the Casper Downtown Development Authority, on its behalf as Lessee.

NOTARY PUBLIC

My commission expires: _____.

RESOLUTION NO. 16-95

A RESOLUTION AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY AND THE DOWNTOWN DEVELOPMENT AUTHORITY FOR THE DEVELOPMENT OF THE DOWNTOWN PLAZA.

WHEREAS, the Downtown Development Authority (the "DDA") was established by City Ordinance as set forth in Chapter 2.36 of the Casper Municipal Code, having been created pursuant to §§ 15-9-201 through 15-9-223 of the Wyoming State Statutes; and,

WHEREAS, the City and the DDA entered into a Memorandum of Understanding on December 1, 2015 (the "Original MOU") in order to outline the basic understanding of the parties regarding the development of a public plaza for recreation, public gatherings, and other public functions in the downtown area of the City of Casper, Wyoming (the Downtown Plaza); and,

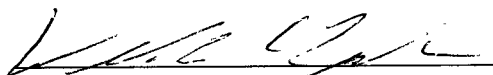
WHEREAS, after the execution of the Original MOU, the timeline for the acquisition of the real property set forth therein by the DDA has changed, necessitating a revised memorandum of understanding between the parties, which, if approved by the City will then necessitate the approval of a lease agreement between the City and the DDA for the leasing of certain properties by the City (as Lessor) to the DDA (as Lessee) for the development of the Downtown Plaza by the DDA; and,

WHEREAS, a lease agreement between the City and the Downtown Development Authority been prepared for approval in the event the revised memorandum of understanding is approved by the Casper City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CASPER, WYOMING: That the Mayor is hereby authorized and directed to execute, and the City Clerk to attest, a "Lease Agreement" between the City and the Downtown Development Authority for the Development of the Downtown Plaza.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2016.

APPROVED AS TO FORM:



ATTEST:

Tracey L. Belser
City Clerk

CITY OF CASPER, WYOMING
A Municipal Corporation

Daniel Sandoval
Mayor