

LEASE AGREEMENT

COMES NOW the parties, the City of Laramie, a Wyoming municipal corporation located in Albany County, hereinafter referred to as the "City," and the Laramie Rifle Range Corporation, a Wyoming mutual benefit corporation, hereinafter referred to as the "Lessee."

WITNESSETH

WHEREAS, the City is the owner of that certain parcel of property located in North ½ of Section 12, T16N, R73W, a portion of the E ½ of Section 1, T16N, R73W and a portion of SW ¼ of Section 6, T16N, R72W, 6th P.M., totally approximately 600 acres of land, hereinafter more particularly described and referred to herein as the "property;" and,

WHEREAS, that a portion of that land in Section 12 was donated by Union Pacific Railroad Company to the City for the purpose of a rifle range, with a right of reversion should that intended use of outdoor recreation and education by the general public cease, and a reservation of the subsurface mineral rights by the Donor; and,

WHEREAS, the remainder of the property was donated to the City in 1990 by Domino Construction with reservation of the easements specified therein; and,

WHEREAS, the City has continually leased the property, including Parcel B when such was acquired by the City, to the Lessee since the corporation's inception in 1986 for the use as a shooting facility with access by the general public; and,

WHEREAS, the parties desire to update the present lease terms and conditions at the time of expiration in October, 2011; and,

WHEREAS, the Lessee wishes to lease the below described property under the terms and conditions contained herein, and the City is willing to lease the property for the period specified herein and on the terms and conditions contained herein;

NOW, THEREFORE, in exchange of the mutual promises contained herein, the parties agree as follows:

1. **TERM.**

The term of this lease shall begin October 7, 2011 and shall continue for a period of fifteen (15) years, provided, however, that the Lessee shall have the option of renewing the lease for two (2) additional periods of not less than fifteen (15) years each pursuant to the provisions hereinafter contained. Notice of the Lessee's intent to exercise

each of the options shall be given to the City Manager not less than six (6) months prior to the expiration of this lease, nor more than one (1) year.

2. RENT.

The Lessee shall pay to the City an annual rental fee of Ten Dollars (\$10.00) on or before the anniversary date of this lease, but not before September 1 of each year. Upon the exercise of the optional period, the City reserves the right to increase the rental amount at the discretion of the City. Such increase shall not be effective until the effective date of the optional period.

3. DESCRIPTION OF LEASED PROPERTY.

The property being leased by the City to the Lessee is described as follows:

Parcel A: North ½ of Section 12, Township 16 North, Range 73 West, 6th Prime Meridian, situate in Albany County, Wyoming.

Parcel B: That tract of land lying in the E ½ of Section 1, Township 16 North, Range 73 West, and the South ½ of Section 6, Township 16 North, Range 72 West of the 6th Prime Meridian, Albany County, Wyoming, more particularly described as follows:

Beginning at the Northwestern corner of the tract of land herein conveyed, which corner lies South 00°00'00" East, 2,289.49 feet from the North one-quarter corner of Section 1, Township 16 North, Range 73 West;

thence, along the Southerly line of Tracts 1 and 2 as shown on the Certified Survey Map of Spur Ridge Ranches, a Major Land Division recorded March 5, 1993 in Book 439 of Microfilm Records at page 83, a distance of 1,590.10 feet, more or less, to the Northwest corner of that tract of land conveyed to Kelly D. Barnes and Debra A. Barnes, husband and wife in Warranty Deed recorded December 31, 1992 in Book 436 of Microfilm Records at page 824;

thence, South 14°09'17" East, along the Westerly line of the above described tract conveyed to Barnes and the Westerly line of Tract 5 as shown on the Certified Survey Map of Spur Ridge Ranches, a Major Land Division recorded March 5, 1993 in Book 439 of Microfilm Records at page 83, 1,366.20 feet;

thence, South 48°40'18" East, 2,527.00 feet;

thence, South 64°41'41" East, 2,419.38 feet;

thence, North 89°54'34" West, along the Southerly line of Section 6, Township 16 North, Range 72 West, 3,382.05 feet to the Southwest corner of Section 6;

thence, North 89°50'32" West, along the Southerly line of Section 1, Township 16 North, Range 73 West, 2,627.00 feet to the South one-quarter corner of Section 1;

thence, North 00°00'00" East, 4,015.04 feet, more or less, to the point of beginning.

4. USE OF PROPERTY.

- a. The Lessee shall use the property for the operation of a sport shooting range that is open to the general public at specified times, as well as operation of the facility with a club membership, the membership of which shall be open to the public under the specified rules and regulations.
- b. The operation of the facility shall be in accordance with the safety standards established by the National Rifle Association and other nationally recognized shooting organizations which provide safety standards and guidelines for operations, including the presence of trained and certified range officers during the operation of the range for shooting events.
- c. The facility shall be open to the public not less than one Saturday per month for the months of May through August of each year, and the months of September and October as hereinafter specified.
- d. Training and education courses on firearms operation and safety, hunting safety and range operation and safety shall be made available to members of the public as well as members of the Lessee, and such courses shall be advertised to attract the attendance of the public.
- e. The property shall be operated in accordance with reasonable care for the environmental impacts of the range, and the safety of the residents in the area. The fencing and signage warning trespassers of the dangers of the range shall be maintained by the Lessee at its expense.
- f. The Lessee shall not remove any of the surface materials from the site, nor shall it conduct or permit any exploration for any subsurface materials. All such rights are expressly reserved for the City in their entirety.

5. IMPROVEMENTS.

- a. The Lessee shall be entitled to make such improvements to the property as it deems convenient and safety for the operation of the range, and the various aspects of that operation, providing notice of anticipated improvements to the City prior to construction.
- b. In the event of termination of the lease, the Lessee may remove those improvements which are of a temporary nature, leaving in place and in good repair those permanent improvements placed upon the property.
- c. Any and all temporary improvements not removed within thirty (30) days following the termination of this lease shall become the property of the City, and subject to removal, destruction or use by the City at its sole option. In the event the improvements are removed or destroyed by the City, the City shall have the

right to recover the reasonably incurred costs of such removal or destruction from the Lessee.

- d. The Lessee shall keep the property and any and all improvements on the property in a clean, orderly and sanitary condition, free of litter and debris.
- e. The City reserves the right to enter the property and make such improvements as it deems proper in its sole discretion. The Lessee shall not be required to pay additional rent for such improvements, but shall be required to maintain such, excluding those improvements which would have limited use of law enforcement exclusively, at its own expense.

6. LESSEE EMPLOYEES NOT CITY EMPLOYEES.

- a. It is expressly understood that the employees, members, officers and affiliates of the Lessee are not employees or agents of the City. The Lessee shall not have the ability to obligate the City in any form or way, other than what is specifically addressed herein.
- b. The City is a municipal corporation in the State of Wyoming, and, as such, enjoys certain immunities that are not enjoyed by other entities, such as the Lessee. The immunities provided to the City under the statutes do not extend to the Lessee, nor do any of the privileges provided to the City inure to the Lessee.
- c. The Lessee shall be solely responsible for any and all claims made by any person regarding the operation or management of the property, and shall hold the City harmless from any and all costs and expenses incurred in the response, investigation or defense of any claim made against the City regarding the property, directly or indirectly, as a result of the actions of the Lessee, its members, employees or agents.

7. INSURANCE COVERAGE.

- a. Property Coverage. The Lessee shall insure the improvements made to the property to the full insurable value of such improvements, and to keep that coverage in force during the term of this lease. In the case of a loss claim being made, the Lessee agrees to utilize the proceeds of any and all insurance payments to reconstruct or repair the damage incurred, unless otherwise agreed by the City at its sole discretion.
- b. Liability Coverage. The Lessee shall acquire and maintain in force a liability insurance policy with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence, and not less than One Hundred Thousand Dollars (\$100,000.00) in property coverage. In addition, the policy shall name the City as an additional insured.
- c. The Lessee shall not less than annually provide the City with a current copy of the insurance endorsement which shows the effective dates of coverage.

8. PUBLIC USE OF FACILITY,

- a. The Lessee shall make the facility available to the general public at not less than the following specified times:
 - i. During the months of May, June, July and August of each year, not less than one Saturday per month.
 - ii. Beginning on the first Saturday in September and ending on the third Sunday of October the range shall be open each Saturday and Sunday for public use.
 - iii. The days specified shall include not less than four (4) consecutive hours per day of advertised and specified times that the range is open to the general public during mid-daylight hours.
 - iv. The membership to the range shall not be limited, except to those legally prohibited from possessing firearms.
 - v. Members shall be permitted to bring guests from the general public.
 - vi. Members shall be permitted access to the range at all reasonable times.

- b. The City specifically reserves the right to provide use of the property, including the improvements located thereon which are provided for shooting, for use by the City Police Department under the following conditions:
 - i. The City will provide notice of the intended use not less than thirty (30) days prior to the use.
 - ii. That the anticipated use will not directly conflict with a previously specifically scheduled use by the Lessee.
 - iii. That the City will pay a fee to the Lessee for the use of the improvements to offset any use and/or damage to the improvements. The fee amount shall be set as a use equivalent to four (4) times the fee for a single member of the public for a single usage.
 - iv. That such uses shall not be scheduled more often than twice in a calendar month.
 - v. Such usage shall not exceed four hours in length for each occasion.

9. RESPONSIBILITY OF PARTIES.

- a. Lessee.
 - i. The Lessee shall maintain the corporate status of the organization as required by statute, including notification of the changes in officers, payment of the tax charges and the registered agent.
 - ii. The utilities and charges incurred for the property shall be paid promptly as received.

- iii. There shall be filed with the City Manager and the Parks and Recreation Department an annual report specifying the operational rules, fees and schedule of available days for public use. The City shall have the right to veto any proposed increases in the fees to be charged to the public, including members, with notice being provided to the City Manager and Parks and Recreation Director not less than thirty (30) days prior to the proposed increase.
- iv. Prior to each training or educational opportunity, which shall be available to the public, a notice of such shall be provided to the City Manager and the Parks and Recreation Department for inclusion in the available public programs.
- v. A trained and qualified range officer shall be present on site and shall provide supervision each and every time the range is available for public use.
- vi. The range shall have a sign placed at the entrance providing notice of the dates the range is open to the public, and the sign shall be kept current in the information provided.
- vii. The range access road shall have a gate that is locked when the range is closed.
- viii. The range, excluding the outfall/safety zone, shall be fenced, with signs on the fence, or on individual posts, warning the public of the danger of a shooting range behind the fence or sign. The signs shall be placed at intervals of not greater than 100 yards in the areas readily accessible from a road.

b. City.

- i. The City shall provide the Lessee with quiet enjoyment of the property.
- ii. The City shall review each request of the Lessee for “outside agency funding” as it does with other agencies. No guarantee is made as to the availability of such funding from year to year.

10. ASSIGNMENT.

The Lessee shall not assign, sublet, license for use or otherwise transfer ownership or the leasehold interest, or attempt to do so, without the written approval of the City. Any attempt at transfer shall be construed as a material breach of the terms and conditions of the lease, and is sufficient grounds for the City to terminate the lease at its sole discretion. A waiver of one instance does not imply or provide a waiver on any other instance.

11. BREACH AND REMEDIES.

- a. The following events shall be considered substantial breaches of the terms and conditions of this agreement, sufficient for a termination of this agreement by the non-breaching party. The non-breaching party may, however, choose at its sole option not to terminate the agreement, but to demand correction of the breach within a reasonable period not to exceed thirty (30) days.
 - i. Failure to pay the rental payment when due.
 - ii. Failure to meet the responsibilities of the Lessee found herein under:
 - 1. subparagraphs i, ii, v, vii and viii of paragraph 9;
 - 2. subparagraphs a and b of paragraph 4; and,
 - 3. the provisions of paragraph 7.
 - iii. An attempt by Lessee to transfer the leasehold interest in the property prior to obtaining consent of the City.

- b. The following events shall be considered breaches of the terms and conditions of this agreement, and if not corrected by the Lessee after receiving notice to do so, may become sufficient to terminate this agreement:
 - i. Failure to maintain the grounds in a clean, sanitary condition.
 - ii. Failure to meet the responsibilities of the Lessee under the remaining subparagraphs of paragraph 9 and the other paragraphs of this agreement.
 - iii. Any other breach of the terms and conditions of this lease agreement.

12. MISCELLANEOUS.

a. Non-waiver of Governmental Immunity.

This agreement is not intended to waive any of the immunities or privileges enjoyed by the City, nor to extend those privileges and immunities to the Lessee, or any other person.

b. Waste.

The Lessee shall not suffer any waste on the property, nor undertake any construction on the property for which it does not have the funds to complete in a timely manner.

c. Inspection of Property.

The City reserves the right to inspect the property at any time it in its sole discretion determines is an appropriate time for inspection.

d. Surrender of Possession.

In the event that this lease is terminated, whether voluntarily or through a default provision or court action, the Lessee shall surrender the property in an orderly fashion, leaving all of the improvements that are permanent, and making

arrangements to remove all of the removable or temporary improvements it desires to remove. It will provide a date, not more than thirty (30) days from the date of termination of this lease, that it will no longer be present on the property, and provide that date to the City in writing. In the event that the temporary or removable improvement are not removed by the Lessee during the time provided herein, then the title to those improvement shall revert to the City, and the City may manage or remove those improvement as it desires.

e. Time is of the Essence.

It is agreed that time is of the essence in the exercise of the rights, privileges, obligations and restriction found in this agreement.

f. Waiver.

In the event that the City waives any provisions or requirement contained in this lease, such waiver shall not operate to constitute a waiver of a future obligation, condition or requirement on the part of the Lessee.

g. Holdover.

In the event that this lease is terminated for any reason and the Lessee has not surrendered the premises as provided above and the City has not opted to have the Lessee, then the Lessee shall become a month to month tenant subject to a monthly rental fee of not less than five hundred dollars (\$500.00) per month. The City shall be then required to provide not less than thirty (30) days notice of termination of the rental agreement.

h. Delivery of Notice.

In the event that either of the parties desires to send a notice required under the terms and conditions of this agreement, the notice shall be sent through the U.S. Postal Service, proper postage affixed, or hand delivered to the following respective addresses:

City: Laramie City Manager
406 Ivinson Street
P.O. Box "C"
Laramie, WY 82073

Lessee: Laramie Rifle Range Corporation
c/o MTPC
505 S. 3rd St., Ste. 100
Laramie, WY 82070

i. Titles Not Controlling.

The titles of the various provisions contained herein are used for convenience and are not to be utilized in the interpretation of the terms and conditions of the agreement.

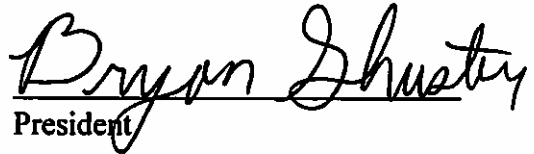
DATED this 20th day of September, 2011.

City of Laramie



Scott A. Mullner, Mayor and President of
Laramie City Council

Laramie Rifle Range Corporation

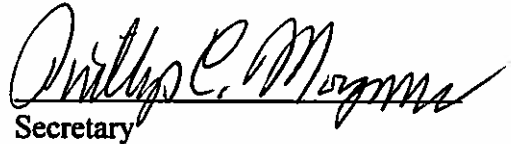


President

ATTEST:



Sue Morris-Jones, MMC
City Clerk



Secretary