

RESOLUTION 2023-448

A Resolution Approving a Cash Rental Pasture Lease Between the Town of Rolling Hills and Clarence R. Ettles, Jr.

WHEREAS, the Town of Rolling Hills is the owner of certain real property; and,

WHEREAS, Clarence R. Ettles, Jr. desires to lease the real property from the Town of Rolling Hills for the purpose of grazing cattle; and,

WHEREAS, the Governing Body of the Town of Rolling Hills wishes to enter into a lease agreement with Clarence R. Ettles, Jr.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE TOWN OF ROLLING HILLS, WYOMING, THAT:

1. The Town of Rolling Hills and Clarence R. Ettles, Jr. have executed a Cash Rental Pasture Lease as attached hereto and incorporated herein.
2. Mayor Jon O. Maines is hereby authorized to sign any and all documents pertaining to the Cash Rental Pasture Lease.

DATED this 15th day of August, 2023.

TOWN SEAL

Jon Maines, Mayor

ATTEST

Teresa Montgomery, Clerk / Treasurer

**CASH RENTAL PASTURE LEASE
(WYOMING)**

BETWEEN

TOWN OF ROLLING HILLS

AND

CLARENCE R. ETTLES, JR.

THIS CASH RENTAL PASTURE LEASE (hereafter "Lease") is made between the **TOWN OF ROLLING HILLS**, a Wyoming municipality, (hereafter "Town" or "Lessor"), by and through its Governing Body, with its principal place of operations at 38 South Badger Road, Rolling Hills, Converse County, Wyoming 82637, and **CLARENCE R. ETTLES, JR.**, an individual with a mailing address of P.O. Box 1042, Glenrock, Wyoming 82637 (hereafter "Lessee"), for the lease of real property (hereafter the "Premises") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference, on the following terms and conditions.

1. **Term of Lease.** The term of this lease shall be for a period of one (1) year, commencing on July 1, 2023, and ending on June 30, 2024.

2. **Rent.** Lessee shall pay to Lessor, as rent for the use and possession of the Premises, the sum of \$2,100.00. Said payments shall be made in two equal payments of \$1,050.00 payable and submitted to the Town of Rolling Hills no later than July 15, 2023, and January 15, 2024, respectively.

3. **Use of Premises.** The Premises shall be used for the purpose of grazing livestock. The Premises shall not be used for any other purpose without the prior written consent of Lessor.

4. **Operations on Premises.** All operations conducted upon the Premises by Lessee, as allowed for and specified in Paragraph 3 preceding, shall be conducted by Lessee in accordance with the best course of cattle grazing practices in the geographical vicinity of the Premises. Lessee

will control soil erosion as completely as practicable by appropriate conservation measures used in the geographic area.

5. **Waste of Nuisance.** Lessee shall not commit or permit the commission by others of any waste on the Premises; Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Premises; and Lessee shall not use or permit the use of the Premises for any unlawful purpose.

6. **Insurance Hazards.** Lessee shall maintain public liability insurance in an amount not less than \$100,000.00 per occurrence during the term of this Lease. Lessee shall provide Lessor a copy of proof of insurance evidencing such insurance upon the execution of this Lease.

7. **Maintenance.** Lessee accepts the Premises, and improvements thereon, in their present condition and agrees, at his own cost and expense, to keep and maintain the Premises and all improvements in good order and repair as they were when received by him from Lessor, reasonable wear and tear expected. All vehicles, debris and other items not directly related to the feeding and care of pastured animals shall not be kept on the property by Lessee.

8. **Alterations and Liens.** Lessee shall not make or permit any other person to make alterations or improvements to the Premises without the prior written consent of Lessor. Lessee shall keep the Premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Lessee.

9. **Inspection by Lessor.** Lessee shall permit Lessor or its agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Premises.

10. **Hold Harmless.** Lessee agrees to indemnify and hold Lessor and the property of Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage, or expense resulting from Lessee's occupation and use of the Premises.

11. **Subleasing and Assignment.** Lessee shall not, without the prior express written consent of Lessor, encumber, assign, or otherwise transfer this Lease, any right or interest in the Lease, or any right or interest in the Premises. Lessee may, however, sublease the Premises for grazing purposes without Lessor's consent.

12. **Abandonment by Lessee.** Should Lessee breach this Lease by abandoning the Premises prior to the natural termination of the term of this Lease, Lessor may:

a) Continue this Lease in effect by not terminating Lessee's right to possession of the Premises, in which event Lessor shall be entitled to enforce all its rights and remedies under this Lease including the right to recover the rent specified in this Lease as it becomes due under this Lease; or

b) Terminate this Lease and recover from Lessee:

(1) All rental sums due, or which would have become due, under this Lease and not paid by Lessee as though Lessee had fulfilled all the terms of this Lease through its termination pursuant to Paragraph 1 hereof.

(2) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform his obligations under this lease, including reasonable attorney's fees and costs, if any.

13. **Default by Lessee.** In the event Lessee defaults upon any of the terms and conditions of this Lease, Lessor may terminate this Lease and re-enter and regain possession of the Premises in the manner then provided by the laws of unlawful detainer of the State of

Wyoming.

14. **Insolvency of Lessee.** The insolvency of Lessee, as evidenced by a receiver being appointed to take possession of all or substantially all of the property of Lessee, the making of a general assignment for the benefit of creditors by Lessee, or the adjudication of Lessee as bankrupt under the Federal Bankruptcy Act, shall immediately terminate this Lease and entitle Lessor to re enter and regain possession of the Premises.

15. **Special Provisions.** Lessor reserves:

(a) The right at any time to grant easements across the premises for ditches, canals, tunnels, telephone and telegraph lines, pipelines, power lines, access road improvement, or other lawful purposes, with right of ingress and egress thereto.

(b) The right to create non-motorized trails and structures within the area.

(c) The right to conduct eradication of invasive species such as, but not limited to, prairie dogs. Any eradication will be done with prior notice to Lessee and will be conducted by a town employee or contractor, either of who will have the proper licensing and training to conduct such eradication.

16. **Attorneys' Fees.** Should any litigation be commenced between the parties to this Lease concerning the Premises, this Lease, or the rights and duties in relation thereto, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum¹ for its/his attorney's fees accrued as a result of such litigation,

¹ The word "Attorneys' Fees" shall include any and all Attorneys' Fees, Paralegal and Law Clerk Fees, expenses and disbursements of any kind or nature whatsoever, including the fees and disbursements of counsel for the Town in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not the Town shall be designated as a party thereto in addition to Court costs and costs of appeal at all appellate levels, investigation and laboratory fees, consultant fees and litigation expenses at the pre-trial, trial, post-trial, post judgment and appellate levels incurred or paid by the Town in protecting its interest in the property more particularly described in Exhibit "A."

which shall be determined by the court in such litigation.

17. **Notices.** Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto, by the other party hereto, shall be in writing and deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, as follows:

IF TO LESSOR:

Town of Rolling Hills
38 South Badger Road
Rolling Hills, Wyoming 82637

WITH A COPY TO:

Williams, Porter, Day & Neville, PC
Attn: Craig Silva
159 N. Wolcott, Suite 400
Casper, WY 82601

IF TO LESSEE:

Clarence R. Ettles
P.O. Box 1042
Glenrock, Wyoming 82637

Either party may change its/his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

18. **Heirs and Successors.** This Lease shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, but nothing in this paragraph shall be construed as a consent by Lessor to any assignment of this Lease or any interest therein by Lessee.

19. **Time of Essence.** Time is expressly declared to be of the essence of this Lease.

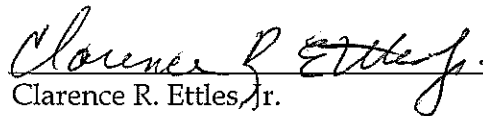
20. **Waiver.** The waiver of any breach of any of the provisions of this Lease by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

Effective as of the 1st day of July, 2023.

LESSOR:
TOWN OF ROLLING HILLS,
a Wyoming Municipality, by and through
its Governing Body

Jon O. Maines, Mayor

LESSEE:


Clarence R. Ettles, Jr.

WLC ENGINEERING & SURVEYING
200 PRONGHORN STREET, CASPER, WYOMING 82601
FOR

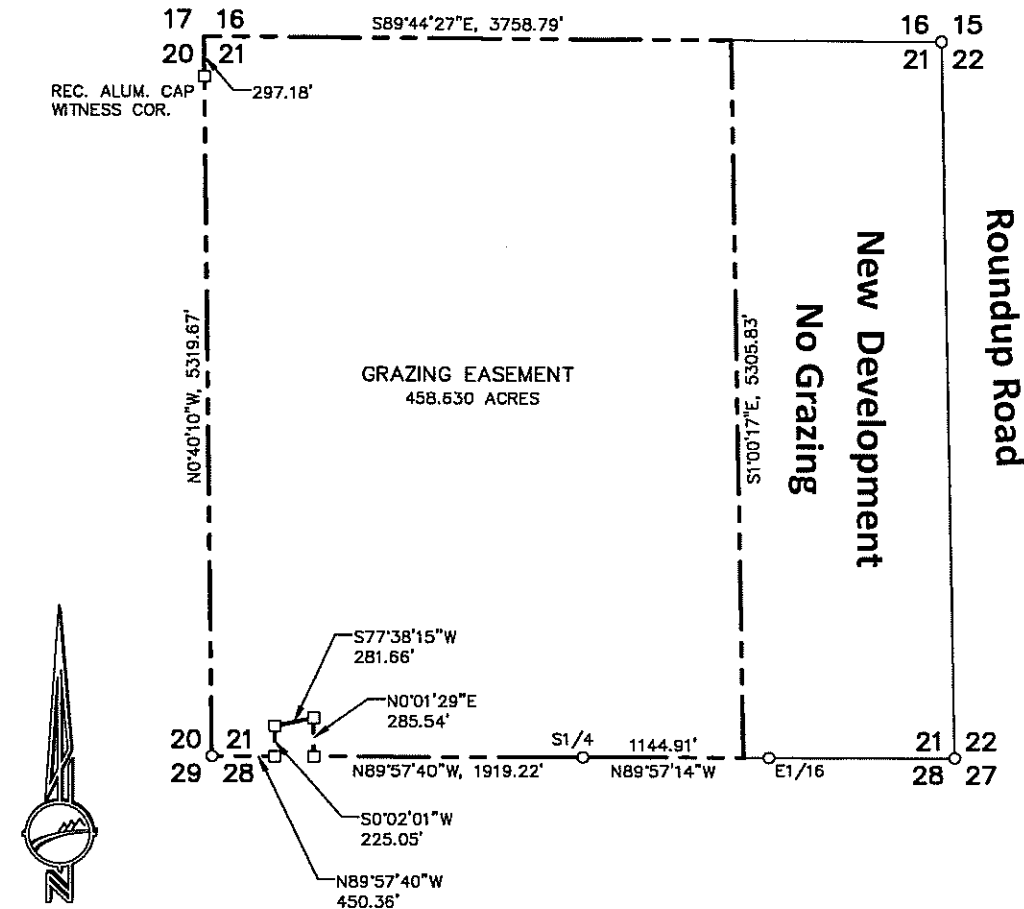
Client TOWN OF ROLLING HILLS Address 38 SOUTH BADGER
City ROLLING HILLS State WYOMING Zip 82637

PROPERTY LOCATION PLAT

PORTIONS Section 21, T. 34 N., R. 75 W., 6th Principal Meridian, Wyoming
County CONVERSE State WYOMING

LEGEND

- RECOVERED BRASS CAP
- RECOVERED PIPE OR AS NOTED



0' 1000'

SCALE: 1"=1000'
BASIS OF BEARING:
STATE PLANE
COORDINATES
WYOMING EAST ZONE
NAD 83/2011
US SURVEY FOOT
GROUND DISTANCE

Exhibit "A"
Date: 12-13-19
W.O. No. 16850-01
Book No. , Pg.
Drawn By: JSG
Acad File: GRAZINGESMT

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