

**AMENDMENT NUMBER THREE  
TO AGREEMENT BETWEEN  
THE CITY OF DOUGLAS, WYOMING AND  
CANDO D/B/A THE ENTERPRISE**

1. **Parties.** This Amendment is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between City of Douglas, Wyoming, a Wyoming municipal corporation (hereinafter referred to as "City"), whose address is 101 N. 4th Street, P.O. Box 1030, Douglas, Wyoming 82633 and the Converse Area New Development Organization, Inc., a Wyoming non-profit corporation d/b/a The Enterprise, 130 South 3<sup>rd</sup> Street, Douglas, Wyoming 82633 (hereinafter referred to as "Lessee") For and in consideration of the mutual promises and covenants set forth below, City and Lessee agree to the following:

2. **Purpose of Amendment.** This Amendment shall constitute the third amendment to the Original Agreement between City and Lessee which was duly executed on the 18<sup>th</sup> day of July, 2018. The purpose of this Amendment is to revise Paragraphs 2, 3, and 8 of the Original Agreement to allow Lessee use of the entire premises, to amend the percentage of utilities covered by Lessee, and to extend the term of the Lease an additional three (3) years.

3. **Additional Terms of Agreement.** It is mutually agreed by and between the parties to revise the following paragraph in the Original Agreement to read as follows.

- A. **Leased Premises:** The City hereby leases to Lessee the premises located at 130 S. 3<sup>rd</sup> Street, Douglas, Converse County, Wyoming, for economic development purposes (the Leased Premises).
- B. **Term:** The term of this Lease shall be extended for a period of three (3) years, commencing August 1, 2024, and ending July 31, 2027.
- C. **Utilites:** The Lessee shall be responsible for and pay for all utilities for the Leased Premises, including gas, electricity, water, and sewer. The Lessee shall take all steps reasonably necessary to have utilities for the Leased Premises placed in Lessee's name.

4. **Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the Original Agreement, as subsequently amended, between the City and Lessee shall remain unchanged and in full force and effect.

5. **Entirety of Amendment.** This Amendment presents the entire and integrated Second Amendment between the parties and supersedes all prior negotiations, representation, and agreements, whether written or oral concerning the subject hereof.

IN WITNESS WHEREOF, the Douglas City Council has caused this Contract to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and City Administrator through their duly authorized representatives has signed and executed this Contract, the day and year first written above.

CITY OF DOUGLAS, WYOMING:

By: \_\_\_\_\_  
Kim Pexton, Mayor Date

ATTEST:

\_\_\_\_\_  
Mary Nicol, City Clerk

Lessee:

CONVERSE AREA NEW DEVELOPMENT ORGANIZATION, INC. d/b/a THE ENTERPRISE

By: Tim L Pexton

Printed Name: Tim L. Pexton

Title: President

Date: Apr. 10 2024