

The Board of  
Laramie County  
Commissioners



Gunnar Malm Dr. Troy Thompson Don Hollingshead  
Chairman Vice-Chairman Commissioner

Linda Heath Ty Zwonitzer  
Commissioner Commissioner

**ADDENDUM to COUNTEROFFER**  
to Contract to Buy and Sell Real Estate  
with  
the Housing Authority of the City of Cheyenne

BUYER, Laramie County, a Wyoming Governmental entity, by and through the Laramie County Board of Commissioners and Housing Authority of the City of Cheyenne's (hereinafter "SELLER") ("BUYER" and "SELLER" collectively referred to as the "Parties") hereby agree to this Addendum dated ("Addendum") to Counteroffer signed by the parties on October 2, 2024 ("Counteroffer", attached and incorporated herein as **Attachment D**) which further incorporates the Contract to Buy and Sell Real Estate, aka "offer to purchase", dated August 22, 2024 (hereinafter, "Offer", attached and incorporated to Addendum as **Exhibit A**).

The Counteroffer is Amended to change the following (changes in red, terms are removed if stricken ~~viz~~):

(Counteroffer, p.1 paragraph 2) The subject property (hereinafter "Property") in the Offer is described, to wit:

*Property located at Foxcrest 3<sup>rd</sup> Filing Lot 1, Block One, as more particularly described in **Attachment A**, attached and incorporated herein, along with all improvements thereupon, other appurtenances, and all fixtures currently on the premises and, subject to any easements of record.*

(Counteroffer, p.1 paragraph 5) SELLER shall: 1) resolve, satisfy and obtain releases of the HUD Declarations of Trust together with, 2) any remediation that may be required to satisfy liens or obligations of any third party or governmental entity (both conditions hereinafter referred to as "Seller's Pre-Closing Conditions.") It is agreed that any remaining HUD interest will only include that portion of the Property as described in **Attachment B**, attached and incorporated herein. Further the parties agree to eventually execute a US Department of Housing and Urban Development's Use Agreement ("HUD Use Agreement"), a draft which is attached and incorporated herein as **Attachment C**. The Parties understand that a final version of the HUD Use Agreement will require review and acceptance by both Parties prior to any Closing. Lastly, the Parties agree to enter a "Memorandum of Understanding regarding HUD Use Agreement", attached and incorporated herein as **Attachment E** related to monitoring and reporting obligations between the parties to abide the respective responsibilities of the HUD Use Agreement.

All other terms of the Counteroffer, and Offer remain unchanged.

\_\_\_\_\_  
Board of Laramie County Commissioners

\_\_\_\_\_  
Date:

Acceptance:

\_\_\_\_\_  
Lori L Schoene, Chairperson, CHA Board

\_\_\_\_\_  
Date:



I. **OFFER TO PURCHASE** dated August 22, 2024, from  
 Laramie County, Wyoming

Housing Authority of the City of Cheyenne

\_\_\_\_\_ and more particularly described as: \_\_\_\_\_  
Formerly known as Lot 4 and Lot 5, Block 4, Foxcrest Subdivision (consisting of two lots together with 33,143 square feet of land) with all improvements thereon, easements and other appurtenances and all fixtures of a permanent nature currently on the premises except as hereinafter provided, in their present condition, ordinary wear and tear excepted, and including all personal property described herein (herein after "Property").

#1 Properties \_\_\_\_\_ to Broker working with Buyer,  
(Selling Brokerage Firm Name).

☒ herewith, which Broker working with the Buyer acknowledges having received, or

☐ no later than \_\_\_\_\_ Business Days after mutual acceptance hereof (said funds to be delivered to Listing Brokerage Firm or Closing Agent by the close of the next Business Day from receipt of Buyer) (if funds are sent directly to closing agent, Broker working with Buyer shall send notice to Listing Brokerage Firm concurrent with such transfer). If earnest money is delivered to Listing Brokerage Firm, #1 Properties \_\_\_\_\_, it shall deposit such funds (in its trust account) or (in an appropriate trust account with xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx \_\_\_\_\_ as Closing Agent). The deposit by Listing Brokerage Firm shall be completed by the close of the next banking day following its receipt from Broker working with the Buyer, or from Buyer, and shall retain such funds in such account. If the earnest money deposit is not received as described in this section, this Contract shall be voidable by Seller, at Seller's sole discretion, upon written notice from Seller to Buyer or Buyer's Agent within two (2) Business Days after the earnest money deposit was due under this section. Listing Brokerage Firm or Closing Agent shall not disburse such deposit until funds have cleared the bank(s) and, if this offer has been accepted, until closing or until the parties hereto have otherwise agreed in writing regarding disbursement of such funds pursuant to Wyoming Statute § 33-28-122(f).

Dollars payable as follows:

\$ 0.00 earnest money deposit; and at least  
\$ 0.00 by obtaining a new loan; and/or  
\$ 0.00 note and mortgage to Seller (see Section XV Additional Provisions for Terms); and/or  
\$ 0.00 (other) xxxxxxxxxxxxxxxxxxxxxx

\$250,000.00 (approximate) balance of purchase price to be paid in collected, certified or immediately available funds acceptable to the closing firm.

☐ This Purchase is contingent on Financing. See Additional Provisions.

☒ This purchase is all cash and not contingent on financing, proof of funds to be provided to Seller within 20 Business days.

☐ Other: See Additional Provisions.

A. Buyer shall pay the following loan and closing costs in collected, certified or available funds acceptable to the Closing Agent at closing, or on the date specified by lender:

1. Loan origination fee, discount points, credit report, appraisal, inspections and/or certifications;

2. Any other costs of securing financing;
3. Any prepaid tax, leases/permits;
4. Recording fees for warranty deed and mortgage;
5. Fees for the title insurance policy as described in Section VII A below, including fees for extended lien and survey coverage if requested by Buyer; and
6. Other: No other.

- B. Seller shall pay the following closing costs in collected, certified or available funds acceptable to Closing Agent at closing:
1. Recording fee for any mortgage releases, deed preparation and Owner's title insurance policy;
  2. Other: No other.

- C. Closing firm's fee shall be paid by ☐ (Buyer) ☐ (Seller) ☒ (Split between Buyer and Seller evenly) (select applicable)  
 XXXXXXXXXXXXXXXXXXXX

- D. General taxes for the year of closing based on the most recent assessment, personal property taxes, prepaid rents, water rents, sewer rents, dues or assessments, mortgage insurance premiums, and interest on encumbrances, if any and if applicable, shall be apportioned through date of closing. Assessments for all special improvements now installed to the extent due and payable on or before closing shall be paid by Seller. Any such installments becoming due after closing shall be paid by the Buyer in the amount of \$0.00 per 0 for a period of  
 XXXXXXXXXXXXXXXXXXXX

- E. Any unreleased judgments, liens, or other encumbrances affecting all property included in the purchase price and required to be paid, shall be paid by Closing Agent from the proceeds of this transaction, or paid by the responsible party in collected funds or certified funds at time of closing.

## VI. ITEMS INCLUDED IN PURCHASE PRICE.

Price shall include all fixtures currently on premises, with the following fixture exceptions: XXXXXXXXXXXXXXXXXXXX

See Additional Provisions for listing of non-fixture items included in the purchase price.

## TITLE.

- A. Title shall be conveyed to the following named Buyer(s): Laramie County, Wyoming

Seller agrees to furnish, at Seller's expense, a current commitment for an Owner's title insurance policy in an amount equal to the purchase price, showing merchantable title in Seller. Seller agrees to deliver the title insurance commitment to Buyer no later than 60 Business Days after mutual acceptance of this Contract, and deliver the policy to Buyer without reasonable delay after closing and pay the premium thereon at the time of closing. Buyer, within 20 Business Days of receipt of the title insurance commitment and exceptions, encroachments, covenants, and/or easements identified therein shall identify and provide to the Seller, in writing, notice of any title defects which Buyer is requesting and/or requiring be addressed before closing and Buyer finds that any exceptions, encroachments, covenants or easements are not acceptable to Buyer, Buyer may provide written notice of avoidance of the Contract and the earnest money shall be refunded to Buyer. Buyer shall pay for any Mortgagee's title policy and any endorsements required by Lender or Buyer.

- B. Seller agrees to execute and deliver a general warranty deed, or XXXXXXXXXXXX Deed, including the release and waiver of all homestead rights, if any, and a good and sufficient bill of sale to Buyer conveying said real and personal properties. Title shall be subject to general taxes for the year of closing, local improvement districts, irrigation ditch right of ways, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.
- C. Except as stated above, if title is not merchantable or otherwise recordable and written notice of such defects in title is given by Buyer or Seller or Listing Broker within the time herein provided for delivery of deed and shall not be rendered merchantable within 10 Business Days after such written notice, then this Contract, at Buyer's option, may be specifically enforced or may be declared void and of no effect, and each party hereto shall be released from all obligations hereunder and the payments made hereunder shall be thereupon returned forthwith to Buyer pursuant to Wyoming Statute § 33-28-122(f).
- D. The Property being transferred in this transaction may consist of the Mineral Estate (if all or any portion is owned by the Seller) and the Surface Estate. The "Mineral Estate" means all oil, gas, and other minerals in or under the Property, any royalty under any existing or future lease covering any part of the Property, surface rights (including rights of ingress and

egress), production and drilling rights, lease payments and all related benefits. Unless previously separated through a recorded reservation of the mineral rights, the Property being conveyed consists of both estates. If the Mineral Estate is owned by Seller, the Seller will convey the Mineral Estate as part of this transaction unless specifically reserved, in whole or in portion, as part of this Agreement. If the Seller is reserving any portion of the Mineral Estate, such reservation must be included in the Deed. If the Mineral Estate has been previously separated from the Surface Estate, third parties may have rights to enter and use the surface or the property in testing, exploration and production of the underlying minerals. The title insurance policy does not provide information on whether the mineral estate and/or any water rights or any portion thereof has been reserved and severed from the surface estate. Buyer is advised to timely consult legal counsel, prior to the termination of the review set forth in VII A above, with respect to such matters, including any water rights associated with the Property.

- E. Buyer acknowledges and agrees that Buyer has been advised to carefully review the title commitment and all exceptions, encroachments, covenants, easements, and related matters described therein or otherwise identified. Other than the defects submitted to the Seller in writing or in the event no title issues are raised in writing by Buyer, Buyer accepts the condition of title as satisfactory.

#### VIII. CLOSING AND POSSESSION.

- A. Closing shall occur on December 31, 2024, or as otherwise mutually agreed in writing between the parties, at a time and place which shall be designated by Listing Broker. Seller, at Seller's option, may continue to offer subject property for sale until closing. Seller understands, however, that any additional offer accepted may subject Seller to remedies provided by law for breach of this Contract.
- B. Possession shall be delivered to Buyer on date of closing, 4:00 ☐ a.m. ☒ p.m. or as otherwise mutually agreed in writing between the parties. If Seller fails to deliver possession by the date herein specified, Seller shall be subject to eviction by Buyer. This remedy is in addition to any other remedies Buyer may have.
- C. "Closing" is defined as "the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller."

#### IX. CONDITION OF PROPERTY.

- A. Seller represents that upon execution of this Contract:

1. There are no known violations of applicable city, county and/or state subdivision, zoning, building and/or public health codes, ordinances, laws, rules and regulations and any recorded covenants in force and effect as of that date except: none known.

NOTE: Whether a property meets the above codes, ordinances, laws, rules and regulations is a technical question which may require special expertise. If the Buyer has concerns about these issues, the Buyer should contact the applicable departments of the city, county and/or state or retain a firm with specialized expertise to investigate the issue.

2. The property, and all fixtures, appurtenances and improvements thereon, shall be conveyed in their present condition, ordinary wear and tear expected, unless otherwise agreed in this Contract.

3. Property Disclosure. (Check One)

- ☐ A. The Buyer has received a copy of the property condition as stated in the Property Disclosure, a complete copy of which is attached hereto and incorporated herein by this reference.
- ☒ B. The Buyer has not received a copy of the Property Disclosure at the time of the offer.

- B. Buyer acknowledges and agrees that, upon execution of this Contract:

1. Buyer is not relying upon any representations of Seller, Buyer's Agent, Intermediary, or Seller's Agent or representatives as to any condition which Buyer deems to be material to Buyer's decision to purchase this property; and
2. Buyer has been advised by Selling Broker of the opportunity to seek legal, financial, construction, environmental and/or professional property inspection services regarding this purchase.
3. SQUARE FOOTAGE/ACREAGE VERIFICATION: Buyer is aware that any reference to square footage or of the real property is approximate. If square footage or acreage is material to the Buyer, it must be verified during the inspection period.

#### X. INSPECTIONS BY BUYER.

- A. Buyer may obtain, at no expense to Seller, inspections of the Property by Buyer or Buyer's inspectors and/or engineers, and shall pay for any damage to Seller's property caused by such inspectors and/or engineers. Buyer, or designee, shall have the right to make any inspections of the physical condition of the Property at reasonable times, upon at least 24 hours advance notice to Seller. Unless Seller receives written notice, signed by Buyer on or before November 22, 2024, 5:00 ☐ a.m. ☒ p.m. or xx Business Days from mutual acceptance of this Contract (Objection

Deadline) of any defect(s) the property identified by Buyer or Buyer's inspectors or engineers that Buyer is requesting to be addressed/repared, the physical condition of the property shall be deemed to be satisfactory to Buyer.

- B. If Buyer or Buyer's inspectors have identified or required any repairs of the Property before the Objection Deadline, set out above, Buyer and Seller agree that if Buyer, at Buyer's sole discretion, disapproves of items as allowed herein, Buyer shall deliver to Seller written notice of the items disapproved and state in the notice that Buyer elects to either:
1. Immediately cancel this Contract and all Earnest Money shall be released to Buyer pursuant to Wyoming Statute § 33-28-122(f); or
  2. Provide the Seller the opportunity to correct the items disapproved, in which case Buyer and Seller shall agree on repairs and Seller's responsibility for said repairs. If the parties are unable to agree on payment of additional costs and/or the repairs, this Contract shall be voidable at the option of Buyer, upon written notice to Seller no later than December 20, 2024, 5:00 ☐ a.m. ☒ p.m. or xx Business Days from Objection Deadline (Resolution Deadline). If not voided by the Buyer, Buyer acknowledges sole responsibility for the additional repairs. If Seller's response to the requested payment and repairs is not received by Buyer or Buyer's licensee at least 24 hours prior to the Resolution Deadline, the Resolution Deadline shall automatically extend for a period of two (2) Business Days from the Resolution Deadline. With the exception of the agreed upon repairs, the Buyer accepts the Property "as is, where is" condition without any implied or express warranty by Seller or by any Broker.
  3. If Buyer elects to void the Contract, the earnest money deposit shall be returned to Buyer pursuant to W.S. § 33-28-122(f).
- C. Waiver of Defects. Buyer acknowledges that he has been given ample opportunity to inspect the property and has done so to Buyer's satisfaction. Other than repairs or defects submitted to the Seller in writing pursuant to this Contract, or in the event no repairs or inspections are required by Buyer, Buyer accepts the Property in its entirety in "as is, where is" condition without any implied or express warranty by Seller or by any Broker.

#### XI. INSURANCE.

Buyer hereby acknowledges that Buyer has been advised to investigate, research and obtain a written commitment for adequate property and liability insurance prior to closing.

#### XII. RISK OF LOSS.

Risk of loss shall remain with Seller until delivery of deed. In the event that the premises shall be damaged by fire or other casualty prior to time of closing, in an amount of not more than 10% of the total purchase price, Seller shall be obligated to repair the same before the date herein provided for delivery of deed. In the event such damage cannot be repaired within said time or if such damage shall exceed such sum, this Contract shall be voidable at the option of Buyer. Should Buyer elect to carry out this Contract despite such damage, Buyer shall be entitled to all of the insurance proceeds associated with the damage.

#### XIII. DEFAULT, REMEDIES AND ATTORNEY'S FEES.

- A. **TIME IS OF THE ESSENCE** hereof, and any party who fails to tender any payment, or perform any other condition hereof as herein provided, shall be in default of this Contract. In the event of default, the non-defaulting party may elect to either treat this Contract as breached and recover such damages as may be proper, or may treat this Contract as being in full force and effect and require specific performance of the terms hereof. In lieu of the remedy provided above to Seller if Buyer is the defaulting party, Seller may elect to terminate the Contract and recover such damages as may be proper, or Seller may elect to retain all payments made hereunder as liquidated damages, such amount if elected by Seller, being agreed by the parties hereto to constitute compensation for the loss of opportunity suffered by Seller due to such breach.
- B. In the event that any party shall be in default or breach of any of the terms of this Contract, such defaulting or breaching party shall pay all reasonable attorney's fees, costs and other expenses which the non-breaching or non-defaulting party may incur in enforcing this Contract with or without formal proceedings. This provision shall not limit any other remedies to which the parties may otherwise be entitled.
- C. Seller and Buyer agree that in the event of any controversy regarding earnest money held by Broker and/or Closing Agent, unless Broker and/or Closing Agent received written instructions from both Buyer and Seller as set forth in Wyoming Statutes 33-28-122(f) regarding disposition of the earnest money, Broker and/or Closing Agent, in its sole discretion, may hold the earnest money or things of value or may interplead all parties and deposit the earnest money deposit into a court of competent jurisdiction. Broker and/or Closing Agent shall be entitled to recover its attorney's fees and costs from the non-prevailing party in the action in which the funds are interplead, but if no such award or payment is made, Broker and/or Closing Agent shall recover its court costs and reasonable attorney's fees from the interplead funds.

#### XIV. ADDITIONAL PROVISIONS.

See Attached Addendum.

**XV. MISCELLANEOUS TERMS.**

- A. **DEFINED TERMS.** "N/A" is understood to mean "not applicable" wherever it is used in this Contract. This "Contract" shall refer to the Contract to Buy and Sell Real Estate attached hereto as the same is amended and supplemented by these Additional Provisions. "Acc", "Accept", "Acceptance," "acceptance date" or "acceptance of this Contract" shall mean the date on which the last party signs this Contract or any Counter-Offer without further modification and delivers the same to the other party.
- B. **EXECUTION.** This instrument may be executed in multiple counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. A signed counterpart delivered via electronic or digital shall have the same force and effect as an original counterpart hereof executed by such party. This Contract may not be modified except by written instrument signed by both Seller and Buyer. The parties hereto agree that electronic signatures and initials hereto shall be legally binding.
- C. **DAYS/TIME.** All references to "days" shall be deemed to refer to Business Days. The term "banking days", "business days", "bus d" and "bus. days" shall be defined as weekdays including Monday through Friday, excluding Saturday, Sunday and national holidays. Should any performance date or deadline contained herein fall on a weekend or national holiday, said date will automatically be extended to the next Business Day. The time in which any act required under this Contract is to be performed shall be computed by excluding the day on which the triggering event occurs (i.e. the acceptance date or the day on which the title commitment is delivered) and including the last day of such time period. The first day shall be the date after the day on which the triggering event occurs for such time period. All chronological times referred to in this Contract, and all other documents relating to this Contract, shall be deemed to be Mountain Standard Time or Mountain Daylight Time, as applicable. Whenever a provision of this Contract establishes a date by which an event must occur, it shall be deemed to establish 5:00 PM Mountain Time on such date as the deadline for such event, unless stated otherwise.

- D. **NOTICES.** All notices required or contemplated herein shall be in writing and delivered to Buyer or Seller and shall be deemed to be delivered to Buyer or Seller if delivered to either's respective broker (if represented by a broker) or Buyer at contact information provided in the Contract, in the following manner: (a) by personal delivery, (b) by United States Mail (registered or certified, postage prepaid, return receipt requested), (c) via over-night delivery by a nationally recognized courier, (d) by facsimile, or (e) by email. In each case, if a party is represented by a broker, notice is effective to Buyer or Seller (as applicable) if addressed to such party's broker, at the address, facsimile number, or email address for such broker as listed in the Multiple List Service (MLS/Flex) as of the date of attempted delivery. Any notice given in accordance herewith shall be deemed to have been given when delivered to the addressee in person or when transmitted by facsimile or email with the sender having received a confirmation of delivery or no rejection notice if sent via email (except with respect to email addresses for brokers listed in MLS/Flex), or one (1) Business Day after such notice has been delivered to a national recognized courier, or three (3) Business Days after such notice has been deposited in the United States Mail, as the case may be. If represented by a broker, each party hereto specifically consents to delivery of notice as described herein to their broker as their agent for all purposes under this Contract.
- E. **GOVERNING LAW AND VENUE.** This Contract shall be construed in accordance with the laws of the State of Wyoming and venue for any court action arising out of this Contract shall be the county in which the Property is located.
- F. **NO MATERIAL CHANGES.** Seller shall not enter into any new leases or other agreements affecting the Property, or amendments to existing leases (including renewals) or other written agreements, without prior written approval of Buyer.

**XVI. ADDENDA ATTACHED: (Check all that apply.)**

- |                                                                                |                                                            |
|--------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Lead-Based Paint Disclosure                           | <input type="checkbox"/> Easements                         |
| <input checked="" type="checkbox"/> Real Estate Brokerage Disclosure Form      | <input type="checkbox"/> Covenants                         |
| <input type="checkbox"/> Consent Amendment & In-Company Transaction Disclosure | <input type="checkbox"/> 1031 Tax Deferred Exchange Notice |
| <input type="checkbox"/> Property Condition Disclosure                         | <input type="checkbox"/> Evidence of Authority             |
| <input type="checkbox"/> Covenants and Preliminary Title Commitment            | <input checked="" type="checkbox"/> 1 Pages of Addendum    |

**XVII. CONSENTS AND ACKNOWLEDGEMENTS.**

- A. All prior representations made in the negotiations of this sale have been incorporated herein, and there are no oral agreements or representations between Buyer, Seller or Broker to modify the terms and conditions of this Contract.
- B. Brokers are authorized to disclose information regarding this sale, and terms thereof, for comparable sold data and statistics to any Multiple Listing Service, Board of REALTORS®, certified appraisers, or potential clients or customers, but only after the closing of this transaction.
- C. This Contract is executed in multiple copies and by their signatures hereon each party acknowledges receipt of a signed copy at the time of signing and provided via personal delivery, fax, mail, or electronic mail.
- D. #1 Properties (Broker Working with the Buyer) hereby discloses that it is working with the Buyer as ☐ (Buyer's Agent) ☐ (Intermediary) ☒ (Customer) (select one) and will be compensated as follows: 2.00 percent of the gross sales price or \$\_\_\_\_\_ by ☐ (Seller) ☒ (Buyer) ☐ or (Listing Broker) ☒ see Additional Provisions (select all applicable). Buyer and Seller consent to that arrangement. Buyer has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of the Disclosure is attached hereto. Broker working with Buyer, hereby delivers to Broker working with Seller a copy of the executed Real Estate Brokerage Disclosure. This clause does not modify any agency agreements.

**XVIII. OFFER BY BUYER.** This offer shall expire on or before September 20, 2024, at 5:00 ☐ a.m. ☒ p.m. Additionally, the undersigned BUYER reserves the right to withdraw this Offer until the original, a copy, electronic transmission or facsimile of this Offer, duly accepted and signed by Seller, has been delivered in writing to the Buyer or Broker working with Buyer prior to the expiration date and time above.

ALL OFFERS, COUNTER-OFFERS, ACCEPTANCES OR REJECTIONS shall be deemed submitted upon delivery via personal hand-delivery, mail courier, e-mail or fax.

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County, Wyoming

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

#### **XIX. DISCLOSURE BY BROKER WORKING WITH SELLER.**

Broker #1 Properties \_\_\_\_\_ (Brokerage Firm), hereby discloses that it is working with the Seller as a ☒ (Seller's Agent) ☐ (Intermediary) ☐ (Customer) or ☐ \_\_\_\_\_ (Select One) and will be compensated by ☒ (Seller) (or ☒ See Attached Addendum \_\_\_\_\_) (Select applicable). Seller has consented to this arrangement. Seller has received, read and acknowledged a Real Estate Brokerage Disclosure and an executed copy of this Disclosure is attached hereto. Broker, working with Seller, hereby delivers to Broker working with Buyer, a copy of the executed Real Estate Brokerage Disclosure.

Listing Broker hereby acknowledges receipt of this Contract to Buy and Sell Real Estate on 08/22/2024 11:34 AM, at 917 ☐ a.m. ☐ p.m.

### Firm #1 Properties

Address 6106 Yellowstone Road, Cheyenne WY 82009

Phone (307) 634-2222

By

THIS OFFER WAS RECEIVED by me as Seller on 08/22/2024 01:25 PM at \_\_\_\_\_ ☐ a.m. ☐ p.m.  
 LLSABC (Seller's Initials).

## XX. ACCEPTANCE OF SELLER.

**THIS IS A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS, CONSULT LEGAL OR OTHER COUNSEL BEFORE SIGNING.**

**NOTICE TO SELLER:** If you are making a counter-offer, do not sign this document.

THE UNDERSIGNED SELLER (whether one or more) ACCEPTS the foregoing offer on 08/22/2024 01:25 PM, at ☐ a.m. ☐ p.m.

Seller Lori L. Schoene, as Board Chairman  
Housing Authority of the City of

08/28/2024 01:25 PM

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller	Date
--------	------

Seller \_\_\_\_\_ Date \_\_\_\_\_

## XXI. REJECTION BY SELLER.

THIS OFFER IS HEREBY REJECTED ON \_\_\_\_\_, at \_\_\_\_\_ ☐ a.m. ☐ p.m.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
Housing Authority of the City of \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

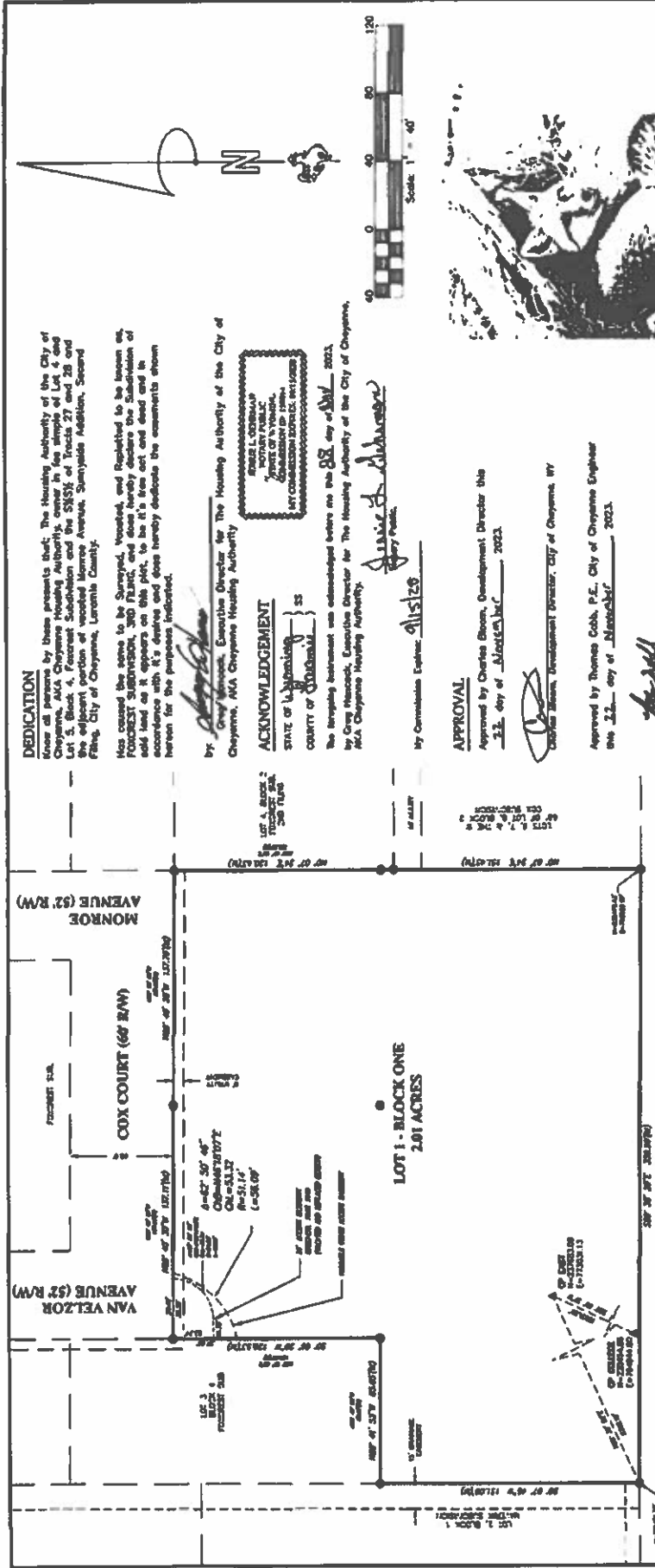
Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

If this Offer is rejected and the rejection is not signed by the Seller above, then this Offer was rejected by oral notification to Broker on \_\_\_\_\_ and Seller (check one) ☐ authorized rejection or ☐ refused to execute written rejection





## Solutions

1. NAME OF BEARER: UNKNOWN STATE NAME  
COMMENCED EAST ZONE, MARSH-2011, US SURVEY EXT.  
GMS DISTANCE COMBINATION FACTOR = 0.000078612
2. ALL UNRECORDED LOT CORNERS, ANGLE POINTS, AND  
POINTS OF CURVATURE TO BE RECORDED WITH US  
ALUMINUM CAP STAMPED "SS P.L.S. 5010" ON 1/2"  
RINGS.
3. NO PORTION OF THE LAND CONTAINED WITHIN THIS RE-  
PLAY SUBSEQUENT FALL AFTER A 500' RADIUS FROM THE  
REPLAY CENTER. FILED IN: 2000000000, DATED JANUARY 17,  
2007

# CERTIFICATE OF SURVEYOR

B. Jones, A Professional Land Surveyor in the State of Wyoming, for and on behalf of Stat Surveying Services, LLC, hereby states, to the best of my knowledge, information and belief, that this map was prepared by me or under my direct supervision; and that this map correctly shows the results of said survey and is based on reliable and accurate information.



**NOTES ON CONTRIBUTORS**

East 29th, March 3, 2011.  
US SURVEY #17, DISTANCES AND CHD  
DISTANCES.

### VACATION STATEMENT

IT IS THE INTENT OF THIS DEED TO VACATE  
ALL OF LOTS 4 AND 3, BLOCK 4,  
FRANCIS LEE SUBDIVISION, AND THE  
SOUTH HALF SOUTH MAIN WAYS (WAYS)  
ONE 1/2 L STREET  
ONE 1/2 L STREET  
AND A PORTION OF VACATED MONROE AVENUE,  
SOUTHAMPTON STREET

**on  
LAW  
PRACTICE EAST**

UNLESS NOTED OTHERWISE HEREON,  
FILING RECORD

## LEGEND

- SEI 1/2" X 1/4" LONG ROBAR WITH 18" ALUMINUM  
CAP STAMPED "SSS P.L.S. 3912"  
FOUND 18" ALUMINUM CAP STAMPED "SSS P.L.S. 3916"  
FOUND 18" ALUMINUM CAP STAMPED "P.L.S. 355"  
FOUND 18" ALUMINUM CAP STAMPED "P.L.S. 355"  
SOURCE MEASURED DATA THIS SURVEY  
DOES NOT RECORD DATA

REVISED: 12/13/2022  
22289 ADMIN PLAT.DWG

## DEDICATION

Know all persons by these presents that: The Housing Authority of the City of Cheyenne, AKA Cheyenne Housing Authority, owner in fee simple of Lot 4 and Lot 5, Block 4, Festival Subdivision and the S½ of Tracts 27 and 28 and the adjacent portion of wooded Marrose Avenue, Sunnyside Addition, Second Edition, City of Cheyenne, Laramie County

...which caused the same to be surveyed, located, and Registered to be known as FORECAST SUBDIVISION, 3ND PLANT, and does hereby declare the Subdivision of said land as it appears on this plat, to be it's true act and deed and in accordance with it's desire and does hereby dedicate the comments shown herein for the purposes indicated

by Greg Gonsky  
Greg Gonsky, Executive Director for The Housing Authority of the City of  
Cheyenne, AKA Cheyenne Housing Authority

## ACKNOWLEDGEMENT

STATE OF Idaho } 22  
COUNTY OF Blaine }

The foregoing instrument was acknowledged before me this 02 day of Nov 2023, by Greg Hunsick, Executive Director for The Housing Authority of the City of Chicago, and Chicago Housing Authority.

My Contribution Expires: 9/15/20

**APPROVAL**

Approved by Charles Bloom, Development Director this  
22 day of March, 2023.

Approved by Thomas Cobb, P.E., City of Chapeau Engineer  
on 22<sup>nd</sup> day of November, 2021.

Barbara Webb P.E. City Engineer, City of Chicago, ILL

## CITY ACKNOWLEDGEMENT

STATE OF WYOMING ) ss  
COUNTY OF LARAMIE )

The foregoing instrument was acknowledged before me this 20th day of ~~NOVEMBER~~ 2023, by Charles Brown, City of Chapeau Planning & Development Director and Thomas Cobb, P.E., City Engineer for the City of Chapeau.

County, Wyoming

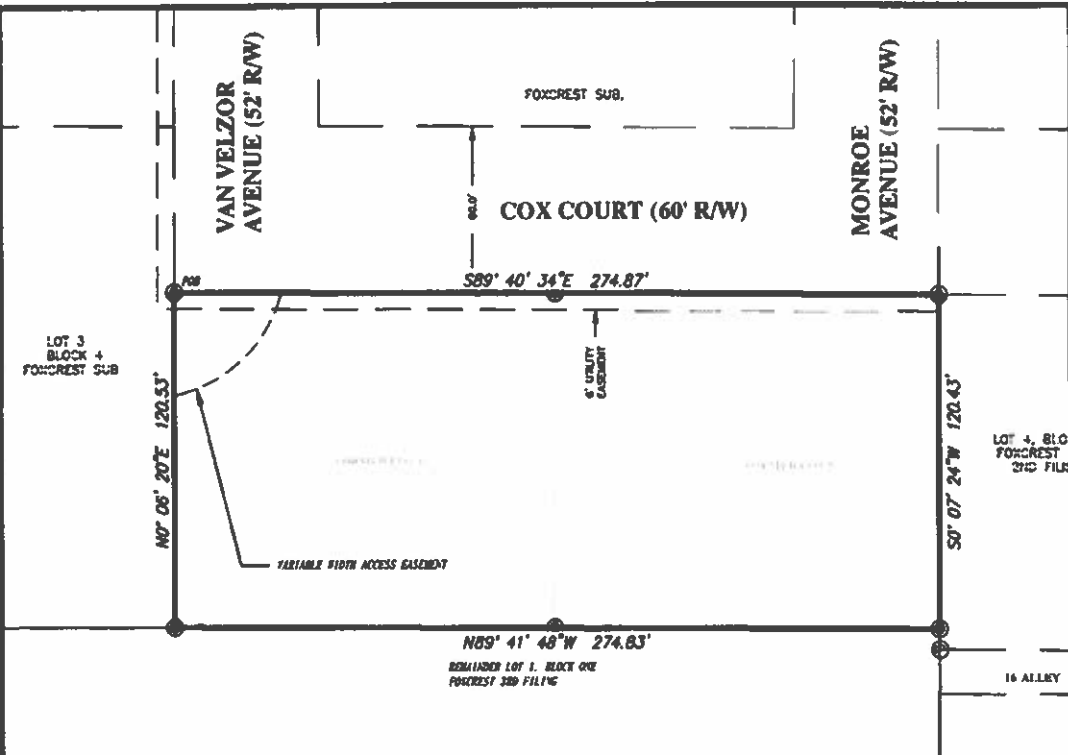
My Commission Expires: 6/6/27

VALERIE POLARD NOTARY PUBLIC STATE OF MICHIGAN COMMISSION ID: M3071 MY COMMISSION EXPIRES: 6-6-27
---------------------------------------------------------------------------------------------------------------



**STELL SURVEYING SERVICES, LLC**  
**PROFESSIONAL LAND SURVEYORS**  
**PLANNING & DEVELOPMENT SPECIALISTS**  
 11162 WEST 19th ST. CHEYENNE, WY. 82001 • (307) 634 7875  
 756 GILCHRIST ST. WHEATLAND, WY. 82091 • (307) 532 9769  
[www.StellSurvey.com](http://www.StellSurvey.com)    [info@stellsurvey.com](mailto:info@stellsurvey.com)

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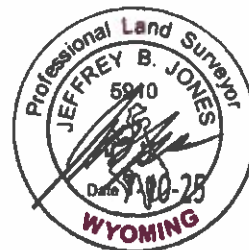
## LAND DESCRIPTION

A parcel of land situate in a portion of Lot 1, Block One, Foxcrest Subdivision, 3rd Filing, (formerly known as Lot 4 and Lot 5, Block 4, Foxcrest Subdivision), City of Cheyenne, Laramie County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, also being the Southwest intersection of Van Velzor Avenue and Cox Court; thence along the South right of way line of said Cox Court, S89°40'34"E, a distance of 274.87 feet to the Northeast corner of said Lot 1; thence S0°07'24"W, along the East line of said Lot 1, a distance of 120.43 feet to the Southeast corner of formerly known as said Lot 5; thence N89°41'48"W, a distance of 274.83 feet to the Southeast corner of Lot 3, Block 4, Foxcrest Subdivision; thence N0°06'20"E, along the West line of said Lot 1, a distance of 120.53 feet to the point of beginning. Containing 0.76 acres more or less.

## CERTIFICATE OF SURVEYOR

I, Jeffrey B. Jones, A Professional Land Surveyor in the State of Wyoming, for and on behalf of Steil Surveying Services, LLC, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown.



**BASIS OF BEARINGS:**  
WYOMING STATE PLANE COORDINATES,  
EAST ZONE, NAD83-2011,  
US SURVEY FEET. DISTANCES ARE GRID  
DISTANCES.



0 50'  
Scale: 1" = 50'

HUD RELEASE  
EXHIBIT FOR  
A PORTION OF LOT 1, BLOCK ONE,  
FOXCREST SUBDIVISION, 3RD FILING,  
(FORMERLY KNOWN AS LOTS 4 AND 5,  
BLOCK 4, FOXCREST SUBDIVISION),  
CITY OF CHEYENNE,  
LARAMIE COUNTY, WYOMING

Date prepared: JULY 2025



**STEIL SURVEYING SERVICES, LLC**  
PROFESSIONAL LAND SURVEYORS  
PLANNING & DEVELOPMENT SPECIALISTS  
1100 WEST 10th ST. CHEYENNE, WY. 82001 • (307) 634-7879  
750 OILCREEK ST. WHEATLAND, WY. 82201 • (307) 543-9789  
www.steilsurvey.com • info@steilsurvey.com

REVISED: 7/10/2025  
22289 HUD RELEASE.DWG

ATTACHMENT  
C

RECORDING REQUESTED BY:

Cheyenne Housing Authority  
Attn: Gregory Hancock, Executive Director  
P.O. Box 20046  
Cheyenne, WY 82003

WHEN RECORDED MAIL TO:

U.S. Department of Housing and Urban Development  
Attn: Office of Public Housing  
1670 Broadway, 25th Floor  
Denver, CO 80202-4801

---

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**USE AGREEMENT**  
**(4125 Cox Court, Cheyenne, Wyoming 82001)**

This Use Agreement (this "**Agreement**") dated as of the \_\_\_\_\_ day of \_\_\_, 2025, is by and between the U.S. Department of Housing and Urban Development ("**HUD**"), with an address of 1670 Broadway, 25th Floor, Denver, CO 80202-4801, Housing Authority of the City of Cheyenne aka Cheyenne Housing Authority, a public body corporate and politic organized under the laws of the State of Wyoming ("**PHA**"), with an address of P.O. Box 20046, Cheyenne, WY 82003, and Laramie County, a Wyoming governmental entity ("**Owner**"), with an address of P.O. Box 608, Cheyenne, WY 82003.

**RECITALS**

WHEREAS, PHA owned and operated one (1) non-dwelling building and 0.77 acres of underlying land at 4125 Cox Court in Cheyenne, Laramie County, Wyoming, more particularly described in those certain Declarations of Trust recorded in the official records of Laramie County (the "**Declarations of Trust**"), and as further described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**");

WHEREAS, PHA owned and operated the Disposition Property as the Fox Crest Community Center with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. § 1437 *et seq.* (the "**Act**");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

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WHEREAS, PHA requested HUD approval of the conveyance of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated June 30, 2025, as subsequently corrected July 2, 2025 (the “**Approval Letter**”), attached hereto as Exhibit B and incorporated herein, agreed to such sale on the terms and conditions set forth in the Approval Letter and this Agreement (collectively, the “**HUD Disposition Approval**”);

WHEREAS, HUD has approved the conveyance of the Disposition Property to Owner for the purchase price of two hundred thousand dollars (\$200,000.00), which is below the fair market value, for the commensurate public benefit of new construction of a Senior Activity Center; and

WHEREAS, HUD has conditioned its approval for the transfer of the Disposition Property as set forth in the HUD Disposition Approval and on the further condition that the Disposition Property shall be used as a Senior Activity Center, primarily serving low-income senior residents earning 80% of the Area Median Income or less, for a period of thirty (30) years, as specifically ensured through a use restriction document recorded in first priority position.

**AGREEMENT**

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**1. Use Requirement.** Owner, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of PHA and HUD that the Disposition Property shall be used as a Senior Activity Center, primarily serving low-income senior residents earning 80% of the Area Median Income or less, (the “**Use Requirement**”) for thirty (30) years from the above-written date of this Agreement (the “**Restricted Period**”).

**2. Exceptions to the Use Requirement.** The following events shall not constitute a breach of the Use Requirement:

**A. Casualties.** If the Disposition Property is damaged or destroyed by fire or other casualty and its use in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction; provided that (i) PHA is timely notified of the casualty; (ii) Owner uses commercially reasonable efforts to cause the Disposition Property to be repaired or restored to substantially the same condition as existed prior to the event causing damage or destruction, (iii) the Disposition Property is actually repaired or restored within two (2) years after the date of the casualty, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iv) the Disposition Property is thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

**B. Takings.** If all or any portion of the Disposition Property is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a “**Taking**”), provided that (i) PHA is timely notified of the Taking; (ii) *Owner applies funds received as a result of the Taking to the acquisition and development of replacement property that will be operated in accordance with the Use*

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*Requirement*, (iii) the replacement property is acquired or developed within two (2) years after the date of the Taking, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iv) the replacement property is thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

**3. Events of Default.** In the event the Use Requirement ceases to be satisfied prior to the expiration of the Restricted Period:

**A. Notices of Violation.** PHA shall give to Owner written notice of the failure (a “**Notice of Violation**”). Owner shall have thirty (30) calendar days after the date on which a Notice of Violation is received in accordance with Section 8 below to cure the failure; provided that, if such Owner uses commercially reasonable efforts to cure the failure within the prescribed thirty (30) day period and is unable to do so, HUD may approve in writing an extension of an additional thirty (30) calendar days to cure the failure, such approval not to be unreasonably withheld, conditioned or delayed.

**B. Events of Default.** PHA is hereby authorized, and shall take whatever investigative steps it deems necessary to ensure compliance. If, after receiving a Notice of Violation, the failure is not corrected to the satisfaction of PHA within the prescribed amount of time, PHA may declare a default under this Section 3 (an “**Event of Default**”) without further notice.

**C. Remedies.** In an Event of Default by Owner, to the extent permitted by applicable law, PHA shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.

**D. Recapture of Federal Funds.** In the event that the Disposition Property ceases to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, any federal funds applied to the Disposition Property shall be eligible for recapture from and/or repayment by PHA to HUD and shall be treated as federalized assets subject to all federal requirements (the “**Repayment Obligation**”).

**4. Actions Requiring the Prior Written Approval of HUD and PHA.** Owner shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property or any interest therein or permit the conveyance, assignment, transfer, sublease, pledge or encumbrance of the Disposition Property during the Restricted Period without the prior, jointly-executed, written approval of HUD and PHA. Notwithstanding the foregoing, Owner need not obtain the prior written approval of HUD and PHA for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way and/or (ii) the granting of easements for the establishment, operation and maintenance of public utilities.

**5. Third Party Beneficiaries.** HUD shall have the same enforcement remedies available to PHA under Section 3 of this Agreement, in addition to all other remedies available to

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HUD under statute, at law or in equity. No person or entity, other than the parties to this Agreement, has any rights or remedies under this Agreement.

**6. Termination of Use Requirement.** Upon the expiration of the Restricted Period, the Use Requirement shall cease and terminate, and the Disposition Property shall be deemed released of the Use Requirement and this Agreement without the requirement of any further writing between the parties herein. Notwithstanding the foregoing, upon expiration of the Restricted Period, PHA and HUD agree to execute and deliver to Owner such documents as Owner shall reasonably request releasing and confirming the release of the Use Requirement and this Agreement from title to the Disposition Property and clearing title to the Disposition Property from any cloud created by the Use Requirement or this Agreement.

**7. Successors and Assigns.** Recordation of this Agreement shall constitute the agreement by PHA and Owner to be bound by and to comply with the restrictions set forth in this Agreement. The benefits and burdens of this Agreement touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement. Wherever the term "Owner" is used herein such term shall be construed to include any successor owner to title to the Disposition Property (each, a "Successor Owner"). Notwithstanding the foregoing, no party other than PHA shall exercise the rights and privileges reserved herein to PHA, or bear the obligations imposed herein on PHA, unless such party shall receive and record in the official records of the county where the Disposition Property is located a written assignment of all or a portion of such rights, privileges and obligations. Notwithstanding the foregoing, in no event shall the beneficiary of any deed of trust encumbering the Disposition Property or any other purchaser at foreclosure (the "Holder") have any liability for sums which are due and payable under this Agreement prior to such Holder's acquisition of title to the Disposition Property. This Agreement shall extend to and be binding upon the Holder only in the event that the Holder acquires ownership of the Disposition Property.

**8. Notices.** All notices under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD, PHA or Owner, as appropriate, at the addresses for such parties set forth in the initial paragraph or third recital of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8

**9. Business Day.** A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the State of Wyoming. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.

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**10. Amendments.** This Agreement may be amended only by a written instrument signed by the parties to this Agreement. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate this Agreement without the prior written approval of HUD.

**11. Subordination.** Any mortgage liens shall be subject and subordinate to this Agreement. This Agreement shall survive foreclosure and bankruptcy.

**12. Fair Housing and Civil Rights Requirements.** With regard to the Disposition Property, Owner shall comply with all applicable fair housing and civil rights requirements.

**13. Federal Accessibility Requirements.** With regard to the Disposition Property, Owner shall comply with all applicable federal accessibility requirements under the Fair Housing Act and the implementing regulations at 24 C.F.R. Part 100, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 C.F.R. Part 8, and Titles II and III of the Americans with Disabilities Act and the implementing regulations at 28 C.F.R. Parts 35 and 36, respectively.

**14. Execution of Other Agreements.** PHA and Owner each covenant and agree that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

**15. Subsequent Statutory Amendments.** If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, PHA and Owner each agree to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.

**16. Reimbursement of Attorney Fees.** Owner shall reimburse PHA for all attorneys' fees and expenses reasonably incurred by PHA in connection with the enforcement of PHA's rights under this Agreement, including, but not limited to, all such fees and expenses for trial, appellate proceedings, out-of-court workouts, mediation and settlements, and for enforcement of rights under any state or federal statute, including, but not limited to, all such fees and costs relating to any bankruptcy and/or insolvency proceedings of such Successor Owner, such as in connection with seeking relief from stay in a bankruptcy proceeding or negotiating and documenting any amendment or modification of this Agreement.

**17. Incorporation of Recitals.** The above recitals are incorporated herein by reference.

**18. Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wyoming, and the parties shall submit to the jurisdiction and venue of the courts of the State of Wyoming in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.

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**19. No Negotiation.** This Agreement is not subject to negotiation by PHA, Owner or any lender with a secured interest in the Disposition Property.

**20. Severability.** The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

**21. Counterpart Signatures.** This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

**22. Attached Exhibits.** The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property

Exhibit B – Approval Letter

[This space intentionally left blank.]



**DRAFT FOR REVIEW— DO NOT SIGN**

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the first date herein above written.

PHA and Owner each hereby certify that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

**PHA:**

HOUSING AUTHORITY OF THE CITY  
OF CHEYENNE aka CHEYENNE  
HOUSING AUTHORITY,  
a public body corporate and politic

By: [REVIEW DRAFT: DO NOT SIGN]  
Lori Schoene  
Its: Chairperson of the Board of  
Commissioners

*[Insert appropriate notary acknowledgement format for state or use the following.]*

STATE OF WYOMING )

COUNTY OF )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public, personally appeared Lori Schoene, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

**DRAFT FOR REVIEW- DO NOT SIGN**

**OWNER:**

LARAMIE COUNTY,

a \_\_\_\_\_

By: [REVIEW DRAFT: DO NOT SIGN]  
[Name]

Its: \_\_\_\_\_

*[Insert appropriate notary acknowledgement format for state or use the following.]*

STATE OF WYOMING )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his authorized capacity, and that by his/her/their  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

**DRAFT FOR REVIEW— DO NOT SIGN**

**HUD:**

**U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT**

**By:** [REVIEW DRAFT: DO NOT SIGN]  
Zachary Urban  
**Its:** Authorized Agent and Director,  
Office of Public Housing,  
Denver Field Office

**STATE OF COLORADO**       )  
                                          )ss.  
**COUNTY OF \_\_\_\_\_**       )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public, personally appeared **Zachary Urban**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My commission expires:

\_\_\_\_\_

**DRAFT FOR REVIEW– DO NOT SIGN**

**Warning:**

**Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.**

**EXHIBIT A**  
**DISPOSITION PROPERTY**

**Address:** 4125 Cox Court, Cheyenne, Wyoming 82001

**HUD Project No.:** WY002

**HUD AMP No.:**

A parcel of land situate in a portion of Lot 1, Block One, Foxcrest Subdivision, 3rd Filing, (formerly known as Lot 4 and Lot 5, Block 4, Foxcrest Subdivision), City of Cheyenne, Laramie County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, also being the Southwest intersection of Van Velzor Avenue and Cox Court; thence along the South right of way line of said Cox Court, S89°40'34"E, a distance of 274.87 feet to the Northeast corner of said Lot 1; thence S0°07'24"W, along the East line of said Lot 1, a distance of 120.43 feet to the Southeast corner of formerly known as said Lot 5; thence N89°41'48"W, a distance of 274.83 feet to the Southeast corner of Lot 3, Block 4, Foxcrest Subdivision; thence N0°06'20"E, along the West line of said Lot 1, a distance of 120.53 feet to the point of beginning. Containing 0.76 acres more or less.

**Commented [A1]:** The legal description here is taken from the revised version provided to OGC on July 11.

**DRAFT FOR REVIEW— DO NOT SIGN**

**EXHIBIT B**  
**APPROVAL LETTER**

[See Attached]

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY**  
**regarding**  
**HUD USE AGREEMENT**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between Laramie County, Wyoming ("County"), whose address is P.O. Box 608, Cheyenne, Wyoming 82003-0608, and Housing Authority of the City of Cheyenne aka Cheyenne Housing Authority ("CHA"), a public body corporate and politic organized under the laws of the State of Wyoming, whose address is P.O. Box 20046, Cheyenne, WY 82003.
2. **Purpose.** The purpose of this MOU is to monitor and report obligations between the parties to abide by the respective responsibilities of the "HUD Use Agreement" (attached and incorporated herein as "*Attachment A*") related to the senior activity center and more particularly the "Disposition Property" referred to in the HUD Use Agreement which contains the original Foxcrest Community Center on the property described in "*Attachment B*", attached and incorporated herein.
3. **Term.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until the expiration of the Restricted Period as stated in the HUD Use Agreement, or until termination by the General Provisions of this MOU.
4. **Responsibilities of the County.**
  - a. The County, via letter signed by the Laramie County Board of Commissioners in a form substantially conforming to "*Attachment C*", shall provide an annual report, no later than June 30 of each calendar year, confirming:
    - i) that the clientele served in the Foxcrest Community Center primarily serves low-income senior residents earning 80% of the Area Median Income or per the Use Requirement of the HUD Use Agreement;
    - ii) that the Disposition Property has not, and will not be conveyed, assigned, transferred, sublet, pledged, hypothecated, encumbered or otherwise disposed of including any interest therein, without written approval from CHA and HUD;
    - iii) that the Disposition Property shall be used as a senior activity center serving elderly residents of Laramie County, including those of low-income; and
    - iv) that County recognizes, acknowledges and agrees that each annual report affirms that entering into this MOU is done for the public benefit and that County receives a substantial benefit.

- b. The County shall conform to all the obligations outlined in the annual report as described in *section a* immediately preceding this *section b*.
- c. The Parties understand that the County will eventually assign or transfer its interest to the LCSS Board, and the County will condition any transfer to the LCSS Board to become a party to this MOU and inherit the same obligations of County to CHA related to the HUD Use Agreement.

5. **Responsibilities of CHA.**

- a. CHA shall notify County upon any changes to, or termination of, the HUD Use Agreement, and provide notice to County of any obligations imputed to County or its assigns.
- b. Subject to CHA approval of any transfer-which approval will not be unreasonably withheld, CHA will support and cooperate with HUD to obtain approval of the transfer of any interest of the Disposition Property, specifically from County to the LCSS Board and allow County's obligations pursuant to this MOU to be assigned in its entirety to the LCSS Board.

6. **General Provisions.**

a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU.

b. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

c. **Assignment.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees, and permitted assignees. Neither party shall assign this MOU without the express written consent of the other.

d. **Audit/Access to Records.** The County and CHA shall have access to any books, documents, papers, and records of the other which are relevant to this MOU.

e. **Indemnification.** To the fullest extent permitted by law, County and CHA agree to indemnify and hold harmless the other Party, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with negligent acts performed by or on behalf of each Party for the other Party.



f. Force Majeure. The performance of the MOU by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, or war, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this MOU. The MOU may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

g. Notices. All notices arising out of or from the provisions of this MOU shall be in writing and given to the parties either by regular mail or delivery in person.

h. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins.

i. Governmental Immunity. COUNTY and CHA do not waive their respective Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this MOU. Further, COUNTY and CHA fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU or HUD Use Agreement. However, immunity for County is waived if it were to convey, assign, transferred, sublet, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property without written approval from CHA and HUD.

j. Third Party Beneficiary Rights. The parties 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 only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

k. Termination: This Agreement may be terminated (a) upon mutual written agreement by both parties; or (b) upon the obsolescence of the HUD Use Agreement.

l. Entirety of Agreement. This MOU, consisting of four pages, represents the entire and integrated agreements between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

8. Signatures. In witness whereof, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

*[SIGNATURES ON FOLLOWING PAGE]*  
**MEMORANDUM OF UNDERSTANDING**

**Between**  
**LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY**  
**regarding**  
**HUD USE AGREEMENT**

*Signature Page*

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

Cheyenne Housing Authority

By: \_\_\_\_\_ Date \_\_\_\_\_  
Lori L Schoene, Chairperson, CHA Board

REVIEWED AND APPROVED AS TO FORM ONLY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Attorney's Office

**The Board of  
Laramie County  
Commissioners**



**Brian Lovett**  
Chairman

**Gunnar Malm**  
Vice-Chairman

**Dr. Troy Thompson**  
Commissioner

**Linda Heath**  
Commissioner

**K.N. Buck Holmes**  
Commissioner

**COUNTEROFFER**  
**to Contract to Buy and Sell Real Estate**  
**with**  
**the Housing Authority of the City of Cheyenne**

BUYER, Laramie County, a Wyoming Governmental entity, by and through the Laramie County Board of Commissioners hereby submits this counteroffer ("Counteroffer") to the Housing Authority of the City of Cheyenne's (hereinafter "SELLER") Contract to Buy and Sell Real Estate, aka "offer to purchase", dated August 22, 2024 (hereinafter, "Offer", attached and incorporated herein as **Exhibit A**).

The subject property (hereinafter "Property") in the Offer is described, to wit:

*Property formerly known as Lot 4 and Lot 5 of Foxcrest Subdivision (consisting in their entirety of 33,143 sq. feet.) Along with all improvements thereupon, other appurtenances, and all fixtures currently on the premises and, subject to any easements of record.*

Except as specifically provided herein, all such conditions and/or obligations imposed in said Offer are, as to BUYER, void and of no force and effect.

**Counteroffer:**

BUYER and SELLER agree to a purchase price of two-hundred thousand dollars (\$200,000.00).

SELLER shall: 1) resolve, satisfy and remove the HUD lien(s), together with, 2) any remediation that may be required to satisfy liens or obligations of any third party or governmental entity (both conditions hereinafter referred to as "Seller's Pre-Closing Conditions.")

SELLER shall notify BUYER with written confirmation ("Confirmation") of lien release(s) relating to Seller's Pre-Closing Conditions, within fourteen (14) days of SELLER receiving confirmation of the same.

Closing shall take place thirty (30) days after BUYER receives Confirmation from Seller.

BUYER agrees to indemnify SELLER for any damage inflicted by inspections and provide reasonable notice of intent to inspect.

Inspection deadline shall be (15) days after the BUYER receives Confirmation from Seller.

The parties acknowledge a use condition may be imposed by HUD, as part of any HUD lien release, for which SELLER might be unable to remedy, and BUYER would be subject.

**The Board of  
Laramie County  
Commissioners**



*Brian Lovett*  
Chairman

*Gunnar Malm*  
Vice-Chairman

*Dr. Troy Thompson*  
Commissioner

*Linda Heath*  
Commissioner

*K.N. Buck Holmes*  
Commissioner

Inspection resolution shall be (10) days prior to Closing. If a resolution cannot be reached, the parties may extend the Closing by mutual written agreement.

The parties shall split the Title Company's closing fee by each paying half of said closing fee.

SELLER agrees to provide a Title Policy, at its own expense, 60 days after closing.

BUYER does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by providing this Counteroffer or in the event the parties enter into a Contract to Buy and Sell Real Estate with the SELLER. Further, BUYER fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

SELLER agrees to remove all trash or debris on the property at SELLER's expense prior to closing.

SELLER agrees, upon agreement by BUYER as to the sufficiency thereof, to provide a general warranty deed conveying release and waiver of all homestead rights, if any, and good and sufficient bill of sale to BUYER conveying said real and personal property including, but not limited to fixtures. That also be subject to any applicable taxes, local improvement districts right-of-way's easements of record, as well as any other impediments or obligations revealed in writing by seller upon or prior to closing.

**FINALLY:**

BUYER and SELLER agree that the Memorandum of Understanding between Laramie County, Wyoming and the Cheyenne Housing Authority in Regard to the Financing and Construction of the 6<sup>th</sup> Penny Laramie County Senior Activity Center, No. 211221-8, dated December 21, 2021, and pursuant to Section V.4(c) of the same, is hereby terminated.

Board of Laramie County Commissioners

10/1/2024  
Date:

Acceptance:

  
Lori L. Schoene, Chair, CHA Board

10-2-2024  
Date:

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY**  
**regarding**  
**HUD USE AGREEMENT**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between Laramie County, Wyoming ("County"), whose address is P.O. Box 608, Cheyenne, Wyoming 82003-0608, and Housing Authority of the City of Cheyenne aka Cheyenne Housing Authority ("CHA"), a public body corporate and politic organized under the laws of the State of Wyoming, whose address is P.O. Box 20046, Cheyenne, WY 82003.
2. **Purpose.** The purpose of this MOU is to monitor and report obligations between the parties to abide by the respective responsibilities of the "HUD Use Agreement" (attached and incorporated herein as "*Attachment A*") related to the senior activity center and more particularly the "Disposition Property" referred to in the HUD Use Agreement which contains the original Foxcrest Community Center on the property described in "*Attachment B*", attached and incorporated herein.
3. **Term.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until the expiration of the Restricted Period as stated in the HUD Use Agreement, or until termination by the General Provisions of this MOU.
4. **Responsibilities of the County.**
  - a. The County, via letter signed by the Laramie County Board of Commissioners in a form substantially conforming to "*Attachment C*", shall provide an annual report, no later than June 30 of each calendar year, confirming:
    - i) that the clientele served in the Foxcrest Community Center primarily serves low-income senior residents earning 80% of the Area Median Income or per the Use Requirement of the HUD Use Agreement;
    - ii) that the Disposition Property has not, and will not be conveyed, assigned, transferred, sublet, pledged, hypothecated, encumbered or otherwise disposed of including any interest therein, without written approval from CHA and HUD;
    - iii) that the Disposition Property shall be used as a senior activity center serving elderly residents of Laramie County, including those of low-income; and
    - iv) that County recognizes, acknowledges and agrees that each annual report affirms that entering into this MOU is done for the public benefit and that County receives a substantial benefit.

- b. The County shall conform to all the obligations outlined in the annual report as described in *section a* immediately preceding this *section b*.
- c. The Parties understand that the County will eventually assign or transfer its interest to the LCSS Board, and the County will condition any transfer to the LCSS Board to become a party to this MOU and inherit the same obligations of County to CHA related to the HUD Use Agreement.

5. **Responsibilities of CHA.**

- a. CHA shall notify County upon any changes to, or termination of, the HUD Use Agreement, and provide notice to County of any obligations imputed to County or its assigns.
- b. Subject to CHA approval of any transfer-which approval will not be unreasonably withheld, CHA will support and cooperate with HUD to obtain approval of the transfer of any interest of the Disposition Property, specifically from County to the LCSS Board and allow County's obligations pursuant to this MOU to be assigned in its entirety to the LCSS Board.

6. **General Provisions.**

a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU.

b. **Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

c. **Assignment.** This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees, and permitted assignees. Neither party shall assign this MOU without the express written consent of the other.

d. **Audit/Access to Records.** The County and CHA shall have access to any books, documents, papers, and records of the other which are relevant to this MOU.

e. **Indemnification.** To the fullest extent permitted by law, County and CHA agree to indemnify and hold harmless the other Party, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with negligent acts performed by or on behalf of each Party for the other Party.

f. Force Majeure. The performance of the MOU by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, or war, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this MOU. The MOU may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

g. Notices. All notices arising out of or from the provisions of this MOU shall be in writing and given to the parties either by regular mail or delivery in person.

h. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins.

i. Governmental Immunity. COUNTY and CHA do not waive their respective Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this MOU. Further, COUNTY and CHA fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU or HUD Use Agreement. However, immunity for County is waived if it were to convey, assign, transferred, sublet, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property without written approval from CHA and HUD.

j. Third Party Beneficiary Rights. The parties 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 only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

k. Termination. This Agreement may be terminated (a) upon mutual written agreement by both parties; or (b) upon the obsolescence of the HUD Use Agreement.

l. Entirety of Agreement. This MOU, consisting of four pages, represents the entire and integrated agreements between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

8. Signatures. In witness whereof, the parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

*[SIGNATURES ON FOLLOWING PAGE]*  
**MEMORANDUM OF UNDERSTANDING**

**Between**  
**LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY**  
**regarding**  
**HUD USE AGREEMENT**

*Signature Page*

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

Cheyenne Housing Authority

By: \_\_\_\_\_ Date \_\_\_\_\_  
Lori L Schoene, Chairperson, CHA Board

REVIEWED AND APPROVED AS TO FORM ONLY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Attorney's Office



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY**  
**regarding**  
**HUD USE AGREEMENT**

1. **Parties.** This Memorandum of Understanding (MOU) is made and entered into by and between Laramie County, Wyoming ("County"), whose address is P.O. Box 608, Cheyenne, Wyoming 82003-0608, and Housing Authority of the City of Cheyenne aka Cheyenne Housing Authority ("CHA"), a public body corporate and politic organized under the laws of the State of Wyoming, whose address is P.O. Box 20046, Cheyenne, WY 82003.

2. **Purpose.** The purpose of this MOU is to monitor and report obligations between the parties to abide by the respective responsibilities of the "HUD Use Agreement" (attached and incorporated herein as "*Attachment A*") related to the senior activity center and more particularly the "Disposition Property" referred to in the HUD Use Agreement which contains the original Foxcrest Community Center on the property described in "*Attachment B*", attached and incorporated herein.

3. **Term.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until the expiration of the Restricted Period as stated in the HUD Use Agreement, or until termination by the General Provisions of this MOU.

4. **Responsibilities of the County.**

a. The County, via letter signed by the Laramie County Board of Commissioners in a form substantially conforming to "*Attachment C*", shall provide an annual report, no later than June 30 of each calendar year, confirming:

i) that the clientele served in the Foxcrest Community Center primarily serves low-income senior residents earning 80% of the Area Median Income or per the Use Requirement of the HUD Use Agreement;

ii) that the Disposition Property has not, and will not be conveyed, assigned, transferred, sublet, pledged, hypothecated, encumbered or otherwise disposed of including any interest therein, without written approval from CHA and HUD;

iii) that the Disposition Property shall be used as a senior activity center serving elderly residents of Laramie County, including those of low-income; and

iv) that County recognizes, acknowledges and agrees that each annual report affirms that entering into this MOU is done for the public benefit and that County receives a substantial benefit.

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- c. The Parties understand that the County will eventually assign or transfer its interest to the LCSS Board, and the County will condition any transfer to the LCSS Board to become a party to this MOU and inherit the same obligations of County to CHA related to the HUD Use Agreement.

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- b. Subject to CHA approval of any transfer-which approval will not be unreasonably withheld, CHA will support and cooperate with HUD to obtain approval of the transfer of any interest of the Disposition Property, specifically from County to the LCSS Board and allow County's obligations pursuant to this MOU to be assigned in its entirety to the LCSS Board.

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- a. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed, and signed by all parties to this MOU.
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f. Force Majeure. The performance of the MOU by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, or war, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay the performance required by this MOU. The MOU may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

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*[SIGNATURES ON FOLLOWING PAGE]*  
**MEMORANDUM OF UNDERSTANDING**

**Between**  
**LARAMIE COUNTY, WYOMING and CHEYENNE HOUSING AUTHORITY**  
**regarding**  
**HUD USE AGREEMENT**

*Signature Page*

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

Cheyenne Housing Authority

By: \_\_\_\_\_ Date \_\_\_\_\_  
Lori L Schoene, Chairperson, CHA Board

REVIEWED AND APPROVED AS TO FORM ONLY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Attorney's Office

RECORDING REQUESTED BY:

Cheyenne Housing Authority  
Attn: Gregory Hancock, Executive Director  
P.O. Box 20046  
Cheyenne, WY 82003

WHEN RECORDED MAIL TO:

U.S. Department of Housing and Urban Development  
Attn: Office of Public Housing  
1670 Broadway, 25th Floor  
Denver, CO 80202-4801

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(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

**USE AGREEMENT  
(4125 Cox Court, Cheyenne, Wyoming 82001)**

This Use Agreement (this "**Agreement**") dated as of the \_\_\_\_\_ day of \_\_\_, 2025, is by and between the U.S. Department of Housing and Urban Development ("**HUD**"), with an address of 1670 Broadway, 25th Floor, Denver, CO 80202-4801, Housing Authority of the City of Cheyenne aka Cheyenne Housing Authority, a public body corporate and politic organized under the laws of the State of Wyoming ("**PHA**"), with an address of P.O. Box 20046, Cheyenne, WY 82003, and Laramie County, a Wyoming governmental entity ("**Owner**"), with an address of P.O. Box 608, Cheyenne, WY 82003.

**RECITALS**

WHEREAS, PHA owned and operated one (1) non-dwelling building and 0.77 acres of underlying land at 4125 Cox Court in Cheyenne, Laramie County, Wyoming, more particularly described in those certain Declarations of Trust recorded in the official records of Laramie County (the "**Declarations of Trust**"), and as further described in Exhibit A, attached hereto and incorporated herein (the "**Disposition Property**");

WHEREAS, PHA owned and operated the Disposition Property as the Fox Crest Community Center with financial assistance provided by HUD under the U.S. Housing Act of 1937, as amended, 42 U.S.C. § 1437 *et seq.* (the "**Act**");

WHEREAS, construction and/or operation of the Disposition Property was financed in part by HUD;

**DRAFT FOR REVIEW– DO NOT SIGN**

WHEREAS, PHA requested HUD approval of the conveyance of the Disposition Property and HUD has, as documented in the letter from HUD to PHA dated June 30, 2025, as subsequently corrected July 2, 2025 (the “**Approval Letter**”), attached hereto as **Exhibit B** and incorporated herein, agreed to such sale on the terms and conditions set forth in the Approval Letter and this Agreement (collectively, the “**HUD Disposition Approval**”);

WHEREAS, HUD has approved the conveyance of the Disposition Property to Owner for the purchase price of two hundred thousand dollars (\$200,000.00), which is below the fair market value, for the commensurate public benefit of new construction of a Senior Activity Center; and

WHEREAS, HUD has conditioned its approval for the transfer of the Disposition Property as set forth in the HUD Disposition Approval and on the further condition that the Disposition Property shall be used as a Senior Activity Center, primarily serving low-income senior residents earning 80% of the Area Median Income or less, for a period of thirty (30) years, as specifically ensured through a use restriction document recorded in first priority position.

**AGREEMENT**

NOW THEREFORE, in consideration of the promises and covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Use Requirement.** Owner, for itself and for its successors and assigns, hereby covenants and agrees for the benefit of PHA and HUD that the Disposition Property shall be used as a Senior Activity Center, primarily serving low-income senior residents earning 80% of the Area Median Income or less, (the “**Use Requirement**”) for thirty (30) years from the above-written date of this Agreement (the “**Restricted Period**”).

2. **Exceptions to the Use Requirement.** The following events shall not constitute a breach of the Use Requirement:

A. **Casualties.** If the Disposition Property is damaged or destroyed by fire or other casualty and its use in conformance with the Use Requirement ceases during a period of repairs and/or reconstruction; provided that (i) PHA is timely notified of the casualty; (ii) Owner uses commercially reasonable efforts to cause the Disposition Property to be repaired or restored to substantially the same condition as existed prior to the event causing damage or destruction, (iii) the Disposition Property is actually repaired or restored within two (2) years after the date of the casualty, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iv) the Disposition Property is thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

B. **Takings.** If all or any portion of the Disposition Property is taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a “**Taking**”), provided that (i) PHA is timely notified of the Taking; (ii) *Owner applies funds received as a result of the Taking to the acquisition and development of replacement property that will be operated in accordance with the Use*

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*Requirement*, (iii) the replacement property is acquired or developed within two (2) years after the date of the Taking, or such longer period as may be approved by HUD in writing, such approval not to be unreasonably withheld, conditioned or delayed, and (iv) the replacement property is thereafter operated in accordance with the Use Requirement for the remainder of the Restricted Period.

**3. Events of Default.** In the event the Use Requirement ceases to be satisfied prior to the expiration of the Restricted Period:

**A. Notices of Violation.** PHA shall give to Owner written notice of the failure (a "Notice of Violation"). Owner shall have thirty (30) calendar days after the date on which a Notice of Violation is received in accordance with Section 8 below to cure the failure; provided that, if such Owner uses commercially reasonable efforts to cure the failure within the prescribed thirty (30) day period and is unable to do so, HUD may approve in writing an extension of an additional thirty (30) calendar days to cure the failure, such approval not to be unreasonably withheld, conditioned or delayed.

**B. Events of Default.** PHA is hereby authorized, and shall take whatever investigative steps it deems necessary to ensure compliance. If, after receiving a Notice of Violation, the failure is not corrected to the satisfaction of PHA within the prescribed amount of time, PHA may declare a default under this Section 3 (an "Event of Default") without further notice.

**C. Remedies.** In an Event of Default by Owner, to the extent permitted by applicable law, PHA shall have the right to seek specific performance of the Use Requirement and/or to enjoin any violation of the Use Requirement in a court of competent jurisdiction. The right to specific performance and injunction shall be in addition to all other remedies available under statute, at law or in equity.

**D. Recapture of Federal Funds.** In the event that the Disposition Property ceases to be used in accordance with the Use Requirement prior to the expiration of the Restricted Period, any federal funds applied to the Disposition Property shall be eligible for recapture from and/or repayment by PHA to HUD and shall be treated as federalized assets subject to all federal requirements (the "Repayment Obligation").

**4. Actions Requiring the Prior Written Approval of HUD and PHA.** Owner shall not convey, assign, transfer, sublease, pledge, hypothecate, encumber or otherwise dispose of the Disposition Property or any interest therein or permit the conveyance, assignment, transfer, sublease, pledge or encumbrance of the Disposition Property during the Restricted Period without the prior, jointly-executed, written approval of HUD and PHA. Notwithstanding the foregoing, Owner need not obtain the prior written approval of HUD and PHA for (i) the conveyance or dedication of land for use as streets, alleys or other public rights-of-way and/or (ii) the granting of easements for the establishment, operation and maintenance of public utilities.

**5. Third Party Beneficiaries.** HUD shall have the same enforcement remedies available to PHA under Section 3 of this Agreement, in addition to all other remedies available to

**DRAFT FOR REVIEW- DO NOT SIGN**

HUD under statute, at law or in equity. No person or entity, other than the parties to this Agreement, has any rights or remedies under this Agreement.

6. **Termination of Use Requirement.** Upon the expiration of the Restricted Period, the Use Requirement shall cease and terminate, and the Disposition Property shall be deemed released of the Use Requirement and this Agreement without the requirement of any further writing between the parties herein. Notwithstanding the foregoing, upon expiration of the Restricted Period, PHA and HUD agree to execute and deliver to Owner such documents as Owner shall reasonably request releasing and confirming the release of the Use Requirement and this Agreement from title to the Disposition Property and clearing title to the Disposition Property from any cloud created by the Use Requirement or this Agreement.

7. **Successors and Assigns.** Recordation of this Agreement shall constitute the agreement by PHA and Owner to be bound by and to comply with the restrictions set forth in this Agreement. The benefits and burdens of this Agreement touch and concern and run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of the parties to this Agreement. Wherever the term "Owner" is used herein such term shall be construed to include any successor owner to title to the Disposition Property (each, a "**Successor Owner**"). Notwithstanding the foregoing, no party other than PHA shall exercise the rights and privileges reserved herein to PHA, or bear the obligations imposed herein on PHA, unless such party shall receive and record in the official records of the county where the Disposition Property is located a written assignment of all or a portion of such rights, privileges and obligations. Notwithstanding the foregoing, in no event shall the beneficiary of any deed of trust encumbering the Disposition Property or any other purchaser at foreclosure (the "**Holder**") have any liability for sums which are due and payable under this Agreement prior to such Holder's acquisition of title to the Disposition Property. This Agreement shall extend to and be binding upon the Holder only in the event that the Holder acquires ownership of the Disposition Property.

8. **Notices.** All notices under this Agreement shall be in writing and shall be served by (a) personal service or receipted courier service, (b) by registered or certified first class mail, return receipt requested, or (c) nationally-recognized overnight delivery service, addressed to HUD, PHA or Owner, as appropriate, at the addresses for such parties set forth in the initial paragraph or third recital of this Agreement. Any notice or other communication sent pursuant to clause (a) hereof shall be deemed received upon such personal service, if sent pursuant to clause (b) shall be deemed received five (5) business days following deposit in the mail, and/or if sent pursuant to clause (c) shall be deemed received the next succeeding business day following deposit with such nationally recognized overnight delivery service. Any party may change its address by notice given in accordance with this Section 8

9. **Business Day.** A business day is any calendar day other than a Saturday, Sunday or a holiday generally observed by banking institutions in the State of Wyoming. In the event the last day permitted for the performance of any act required or permitted under this Agreement falls on a day other than a business day, the time for such performance will be extended to the next succeeding business day. Each time period under this Agreement shall exclude the first day and include the last day of such time period.



**DRAFT FOR REVIEW- DO NOT SIGN**

**10. Amendments.** This Agreement may be amended only by a written instrument signed by the parties to this Agreement. Notwithstanding the foregoing, the parties may not amend, modify, rescind, revoke and/or terminate this Agreement without the prior written approval of HUD.

**11. Subordination.** Any mortgage liens shall be subject and subordinate to this Agreement. This Agreement shall survive foreclosure and bankruptcy.

**12. Fair Housing and Civil Rights Requirements.** With regard to the Disposition Property, Owner shall comply with all applicable fair housing and civil rights requirements.

**13. Federal Accessibility Requirements.** With regard to the Disposition Property, Owner shall comply with all applicable federal accessibility requirements under the Fair Housing Act and the implementing regulations at 24 C.F.R. Part 100, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 C.F.R. Part 8, and Titles II and III of the Americans with Disabilities Act and the implementing regulations at 28 C.F.R. Parts 35 and 36, respectively.

**14. Execution of Other Agreements.** PHA and Owner each covenant and agree that it has not and shall not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth herein and supersede any conflicting requirements.

**15. Subsequent Statutory Amendments.** If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, PHA and Owner each agree to execute modifications to this Agreement as necessary to conform to the statutory amendments. In the alternative, at HUD's sole and absolute discretion, HUD may implement any such statutory amendment through rulemaking.

**16. Reimbursement of Attorney Fees.** Owner shall reimburse PHA for all attorneys' fees and expenses reasonably incurred by PHA in connection with the enforcement of PHA's rights under this Agreement, including, but not limited to, all such fees and expenses for trial, appellate proceedings, out-of-court workouts, mediation and settlements, and for enforcement of rights under any state or federal statute, including, but not limited to, all such fees and costs relating to any bankruptcy and/or insolvency proceedings of such Successor Owner, such as in connection with seeking relief from stay in a bankruptcy proceeding or negotiating and documenting any amendment or modification of this Agreement.

**17. Incorporation of Recitals.** The above recitals are incorporated herein by reference.

**18. Governing Law.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Wyoming, and the parties shall submit to the jurisdiction and venue of the courts of the State of Wyoming in the county where the Disposition Property is located in any legal proceeding necessary to interpret or enforce this Agreement.

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**19. No Negotiation.** This Agreement is not subject to negotiation by PHA, Owner or any lender with a secured interest in the Disposition Property.

**20. Severability.** The invalidity or unenforceability of any clause, part or provision of this Agreement shall not affect the validity or enforceability of the remaining portions thereof.

**21. Counterpart Signatures.** This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, and only one of which need be produced for any purpose.

**22. Attached Exhibits.** The following Exhibits are attached to this Agreement and incorporated herein:

Exhibit A – Legal Description of the Disposition Property

Exhibit B – Approval Letter

[This space intentionally left blank.]

**DRAFT FOR REVIEW- DO NOT SIGN**

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have caused their names to be subscribed hereto, on the first date herein above written.

PHA and Owner each hereby certify that the statements and representations contained in this instrument and all supporting documentation are true, accurate, and complete and that each signatory has read and understands the terms of this Agreement. This instrument has been made, presented, and delivered for the purpose of influencing an official action of HUD, and may be relied upon by HUD as a true statement of facts contained therein.

**PHA:**

HOUSING AUTHORITY OF THE CITY  
OF CHEYENNE aka CHEYENNE  
HOUSING AUTHORITY,  
a public body corporate and politic

By: [REVIEW DRAFT: DO NOT SIGN]  
Lori Schoene  
Its: Chairperson of the Board of  
Commissioners

*[Insert appropriate notary acknowledgement format for state or use the following.]*

STATE OF WYOMING )

COUNTY OF )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public, personally appeared Lori Schoene, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

**DRAFT FOR REVIEW- DO NOT SIGN**

**OWNER:**

LARAMIE COUNTY.

a \_\_\_\_\_

By: [REVIEW DRAFT: DO NOT SIGN]  
[Name]

Its: \_\_\_\_\_

*[Insert appropriate notary acknowledgement format for state or use the following.]*

STATE OF WYOMING )  
ss.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory  
evidence to be the person whose name is subscribed to the within instrument and acknowledged  
to me that he/she/they executed the same in his authorized capacity, and that by his/her/their  
signature on the instrument the person, or the entity upon behalf of which the person acted,  
executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires:  
\_\_\_\_\_

U.S. DEPARTMENT OF HOUSING AND  
URBAN DEVELOPMENT

By: [REVIEW DRAFT: DO NOT SIGN]  
Zachary Urban  
Its: Authorized Agent and Director,  
Office of Public Housing,  
Denver Field Office

STATE OF COLORADO )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On           , 2025, before me,                                 , Notary Public, personally appeared **Zachary Urban**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

**Notary Public**

Print Name: \_\_\_\_\_

My commission expires:

**DRAFT FOR REVIEW- DO NOT SIGN**

**Warning:**

**Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in any matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions.**

**EXHIBIT A**  
**DISPOSITION PROPERTY**

**Address:** 4125 Cox Court, Cheyenne, Wyoming 82001

**HUD Project No.:** WY002

**HUD AMP No.:**

A parcel of land situate in a portion of Lot 1, Block One, Foxcrest Subdivision, 3rd Filing, (formerly known as Lot 4 and Lot 5, Block 4, Foxcrest Subdivision), City of Cheyenne, Laramie County, Wyoming, being more particularly described as follows:

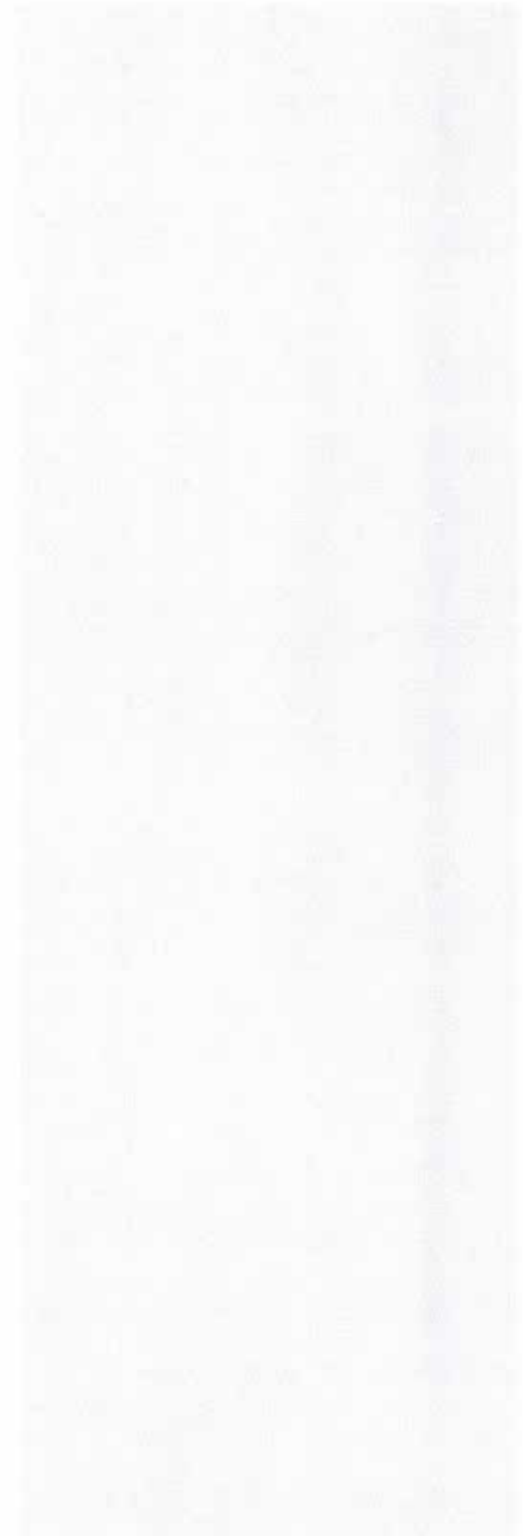
Beginning at the Northwest corner of said Lot 1, also being the Southwest intersection of Van Velzor Avenue and Cox Court; thence along the South right of way line of said Cox Court, S89°40'34"E, a distance of 274.87 feet to the Northeast corner of said Lot 1; thence S0°07'24"W, along the East line of said Lot 1, a distance of 120.43 feet to the Southeast corner of formerly known as said Lot 5; thence N89°41'48"W, a distance of 274.83 feet to the Southeast corner of Lot 3, Block 4, Foxcrest Subdivision; thence N0°06'20"E, along the West line of said Lot 1, a distance of 120.53 feet to the point of beginning. Containing 0.76 acres more or less.

**Commented [A1]:** The legal description here is taken from the revised version provided to OGC on July 11.

**DRAFT FOR REVIEW– DO NOT SIGN**

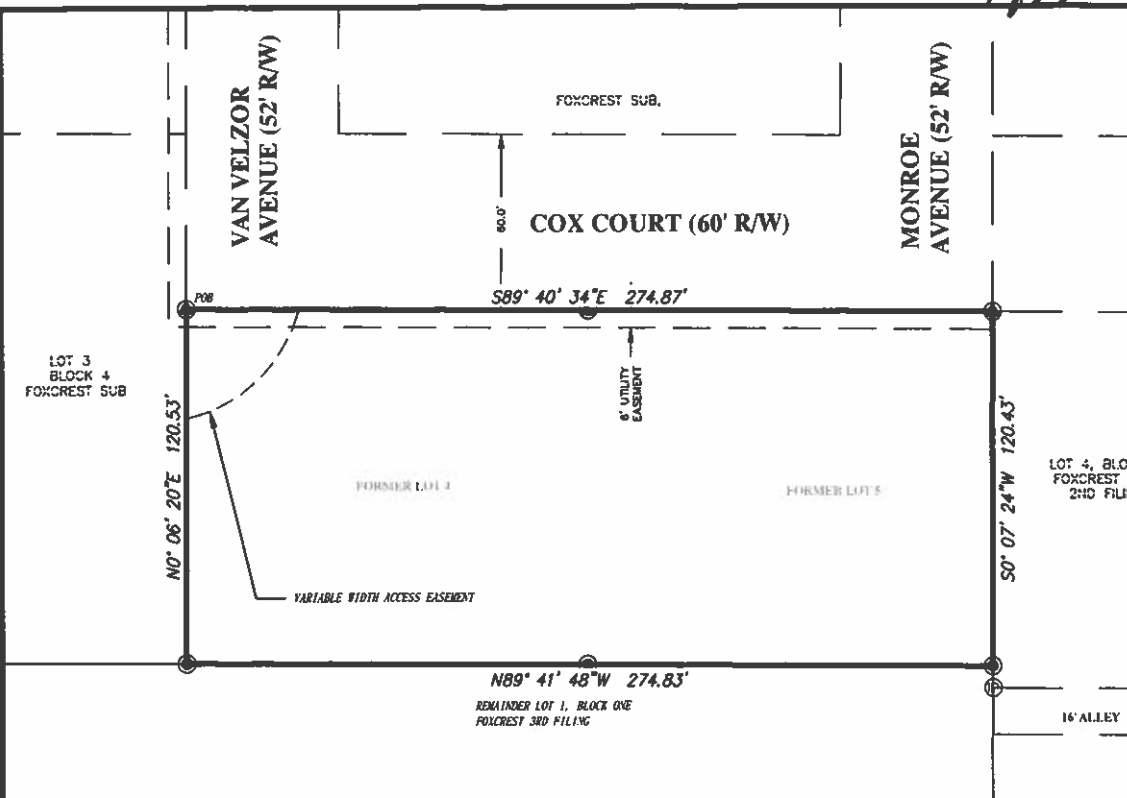
**EXHIBIT B**  
**APPROVAL LETTER**

[See Attached]





ATTACHMENT  
B



## LAND DESCRIPTION

A parcel of land situate in a portion of Lot 1, Block One, Foxcrest Subdivision, 3rd Filing, (formerly known as Lot 4 and Lot 5, Block 4, Foxcrest Subdivision), City of Cheyenne, Laramie County, Wyoming, being more particularly described as follows:

Beginning at the Northwest corner of said Lot 1, also being the Southwest intersection of Van Velzor Avenue and Cox Court; thence along the South right of way line of said Cox Court, S89°40'34"E, a distance of 274.87 feet to the Northeast corner of said Lot 1; thence S0°07'24"W, along the East line of said Lot 1, a distance of 120.43 feet to the Southeast corner of formerly known as said Lot 5; thence N89°41'48"W, a distance of 274.83 feet to the Southeast corner of Lot 3, Block 4, Foxcrest Subdivision; thence N0°06'20"E, along the West line of said Lot 1, a distance of 120.53 feet to the point of beginning. Containing 0.76 acres more or less.

## CERTIFICATE OF SURVEYOR

I, Jeffrey B. Jones, A Professional Land Surveyor in the State of Wyoming, for and on behalf of Steil Surveying Services, LLC, hereby state, to the best of my knowledge, information and belief, that this map was prepared from field notes taken during an actual survey made by me or under my direct supervision; and that this map correctly shows the results of said survey and that the monuments found or set are as shown.



**BASIS OF BEARINGS:**  
WYOMING STATE PLANE COORDINATES,  
EAST ZONE, NAD83-2011,  
US SURVEY FEET, DISTANCES ARE GRID  
DISTANCES.



Scale: 1" = 50'

HUD RELEASE  
EXHIBIT FOR

A PORTION OF LOT 1, BLOCK ONE,  
FOXCREST SUBDIVISION, 3RD FILING,  
(FORMERLY KNOWN AS LOTS 4 AND 5,  
BLOCK 4, FOXCREST SUBDIVISION),  
CITY OF CHEYENNE,  
LARAMIE COUNTY, WYOMING

Date prepared: JULY 2025

REVISED: 7/10/2025  
22289 HUD RELEASE.DWG



**STEIL SURVEYING SERVICES, LLC**  
PROFESSIONAL LAND SURVEYORS  
PLANNING & DEVELOPMENT SPECIALISTS  
1103 WEST 10th ST. CHEYENNE, WY. 82001 • (307) 634-7875  
750 GILCHRIST ST. WHEATLAND, WY. 82201 • (307) 325-5769  
www.steilsurvey.com • info@steilsurvey.com

ATTACHMENT  
C

The Board of  
Laramie County  
Commissioners



<i>Gunnar Malm</i> Chairman	<i>Dr. Troy Thompson</i> Vice-Chairman	<i>Don Hollingshead</i> Commissioner
<i>Linda Heath</i> Commissioner	<i>Ty Zwonitzer</i> Commissioner	

### ANNUAL REPORT

Regarding MOU and HUD USE AGREEMENT and Pertaining to the Foxcrest Community Center  
for  
the Housing Authority of the City of Cheyenne

**This Annual Report**, dated \_\_\_\_\_, 20\_\_\_\_, and pursuant to the Memorandum of Understanding between Laramie County, Wyoming and Cheyenne Housing Authority regarding HUD Use Agreement, ("MOU") executed on [date], is hereby provided as required by Paragraph 4 of the same. All terms herein are inherited from the MOU.

The County hereby confirms:

- 1) that the clientele served in the Foxcrest Community Center primarily serves low-income senior residents earning 80% of the Area Median Income or less;
- 2) that the Disposition Property has not, and will not be conveyed, assigned, transferred, sublet, pledged, hypothecated, encumbered or otherwise disposed of including any interest therein, without written approval from CHA and HUD;
- 3) that the Disposition Property is presently, and shall be, used as a senior activity center serving elderly residents of Laramie County, including those of low-income; and
- 4) that the MOU continues to be of benefit to the public and that County receives a substantial benefit therefrom.

\_\_\_\_\_  
Board of Laramie County Commissioners

\_\_\_\_\_  
Date: