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LARAMIE COUNTY CLERK
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: February 7, 2012

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions
☐ Resolutions ☐ Other

3. DEPARTMENT: Public Works

APPLICANT: Don Beard AGENT: Don Beard

4. DESCRIPTION: Consideration of Consideration of Property Sale Agreement between Leo Smith and Laramie County..

Amount \$ 200.00 from _____ to _____

5. DOCUMENTATION: 2 Original (4) four copies RECEIVED AND APPROVED AS
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY

2 original to Public Works 3-5-12

Clerks Use Only:

Commissioners

Signatures

Woodhouse _____
Thompson _____
Humphrey _____
Action _____

Co Attny _____
Assist Co Attny _____
Grants Manager _____
Outside Agency _____

Postponed/Tabled _____

WARRANTY DEED

Leo Smith, Grantor, of 115 Road 153, Carpenter, State of Wyoming, 82054, for and in consideration of the sum of two hundred (\$200.00) dollars and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT TO the COUNTY OF LARAMIE, STATE OF WYOMING, Grantee, whose address is P.O. Box 608, Cheyenne, WY 82003-0608, the following described real estate, situated in Laramie County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

A parcel of land being situated in the SW ¼ Section 32, Township 13 North, Range 62 West of the 6th PM, Laramie County, Wyoming: being more particularly described as follows;

Beginning at the NW corner of Section 5, Township 12 North, Range 62 West;

thence N 86°25'40"E a distance of 711.76 feet to the **Point of Beginning**;

thence along a concave curve to the left a chord bearing of N 57°49'46"E a chord length of 134.30 feet with a radius of 160.00 feet to a point;

thence N 29°44'03"E a distance of 45.49 feet to a point;

thence N 14°04'47"W a distance of 27.40 feet to a point on the west right of way line of County Road 149;

thence along said right of way line a concave curve to the left a chord bearing of S 64° 48' 44" E a chord length of 317.31 feet with a radius of 1469.87 feet to a point that is common with the north right of way line of County Road 203 and 149;

thence along said north right of way line of County Road 203 S 89° 38' 58"W a distance of 416.72 feet to the Point of Beginning. Said parcel containing 0.50 acres more or less.

WITNESS our hands this 21st day of February, 2012.

Leo Smith
Leo Smith

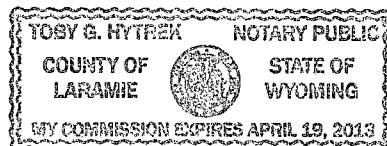
State of Wyoming)
)ss.
County of Laramie)

The foregoing instrument was acknowledged before me by Leo Smith this 21st day of February, 2012.

Witness my hand and official seal.

T. G. Hytrem
Notary Public

My Commission Expires: April 19, 2013



RECORDED 2/27/2012 AT 11:31 AM REC# 585773 BK# 2261 PG# 1225
DEBRA K. LATHROP, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 1

Leo Smith Warranty -1-

COPY OF RECORD

120207-18

**PROPERTY SALE AGREEMENT
LARAMIE COUNTY, WYOMING /LEO SMITH**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("BUYER") and Leo Smith, 115 Road 153, Carpenter WY 82054 ("SELLER"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the transfer and sale of property described in Attachment 'A' (survey of property) to this Agreement and fully incorporated herein.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until completely performed.

III. PAYMENT

BUYER shall pay SELLER the sum of \$200.00 for all right, title and interest in the property and any fixtures, improvements and structures located thereon. BUYER accepts the property subject to this Agreement 'as is.' No payment shall be made before the last signature is affixed to this Agreement and all conditions of this Agreement have been satisfied.

IV. TERMS

SELLER, for and in consideration of a price of \$200.00 and other good and valuable consideration paid by BUYER, less any amount needed to satisfy any mortgage, security interest or other liens and encumbrances ("offsets"), the receipt and sufficiency of which is hereby acknowledged, agrees to the following. In the event such offsets from the purchase price are required and the amount of same exceeds the amount of the purchase price, SELLER shall be liable for such amounts.

A. SELLER, hereby grants, sets over and conveys to BUYER, its successors and assigns, all SELLERS' rights, interests and entitlements in property described in Attachment 'A' to this Agreement, said attachment fully incorporated herein, in Laramie County Wyoming including any and all fixtures, improvements and structures thereon.

B. SELLER agrees by authorized signature on this agreement that BUYER shall be allowed to conduct any title search or other investigation, including but not limited to, the

Leo Smith

COPY OF RECORD

acquisition of a title insurance policy.

C. SELLER and BUYER mutually acknowledge and agree the following covenants form part of the consideration for the purchase the property:

i) Sale and transfer of the property herein described will permit BUYER access to and control of the property.

ii) SELLER agrees that it is responsible for any pro-rata share of property taxes on the portion of property subject to this agreement up to the date this agreement is signed and/or title transfers to BUYER.

iii) SELLER covenants and warrants that it possesses the authority and ownership necessary to transfer unencumbered title to BUYER.

V. GENERAL PROVISIONS

A. Acceptance Not Waiver: BUYER's acceptance of the property shall not in any way relieve either party of responsibility for its obligations or warranties under this Agreement. Delivery or acceptance of payment for the property shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

B. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement or (b) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (4 pages) and Attachment 'A' (___ pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if a party is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this

Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to SELLER and to BUYER in executing this Agreement. This provision is not intended nor shall it be construed to waive BUYER's governmental immunity as provided in this Agreement.

I. Contingencies: SELLER certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: BUYER does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. 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.

M. Indemnification: To the fullest extent permitted by law, SELLER agrees to indemnify and hold harmless BUYER, 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 this Agreement except to the extent liability is caused by the sole negligence or willful misconduct of BUYER or its employees.

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

O. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

LARAMIE COUNTY, WYOMING: BUYER

By: Gay Woodhouse Date 2/8/12
Gay Woodhouse, Chairman, Laramie County Commissioners

ATTEST:

By: Debbye Lathrop Date 2/8/12
Debbye Lathrop, Laramie County Clerk

SELLER: LEO SMITH

By: Leo Smith Date 1-30-12

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 1/30/12
Mark Voss, Laramie County Attorney

Attachment A

A parcel of land being situated in the SW ¼ Section 32, Township 13 North, Range 62 West of the 6th PM, Laramie County, Wyoming: being more particularly described as follows;

Beginning at the NW corner of Section 5, Township 12 North, Range 62 West;

thence N 86°25'40"E a distance of 711.76 feet to the **Point of Beginning**;

thence along a concave curve to the left a chord bearing of N 57°49'46"E a chord length of 134.30 feet with a radius of 160.00 feet to a point;

thence N 29°44'03"E a distance of 45.49 feet to a point;

thence N 14°04'47"W a distance of 27.40 feet to a point on the west right of way line of County Road 149;

thence along said right of way line a concave curve to the left a chord bearing of S 64°48'44"E a chord length of 317.31 feet with a radius of 1469.87 feet to a point that is common with the north right of way line of County Road 203 and 149;

thence along said north right of way line of County Road 203 S 89°38'58"W a distance of 416.72 feet to the **Point of Beginning**. Said parcel containing 0.50 acres more or less.

NW SECTION 5
CORNER
T12W, R62W

N 86°25'40" E 711.76'

R=160.00'
L=138.59'
D=139.2748°
CH DI R=161.49' 46"E
CH DI R=134.30'

N 29°44'03" E
45.49'

N 14°04'47" W
27.40'

S 89°38'58" W

21730.55 S.F.
0.50 ACRES

R=1488.87'
L=1217.63'
D=121.29.34°
CH DI R=159.59'
CH DI R=317.31' 44"E

416.72'

COUNTY ROAD 149

COUNTY ROAD 203



-N.T.S.



Benchmark
ENGINEERS PC

1920 Thomas Avenue, Suite 620
Cheyenne, Wyoming 82001
P 307.634.9064
F 307.778.9010
benchmarkengineers.com

ATTACHMENT B
ADDITIONAL RIGHT OF WAY
INTERSECTION OF COUNTY ROADS
203 AND 149
LARAMIE COUNTY, WYOMING

CORRECTIVE - WARRANTY DEED

Leo Smith and Janet Smith, Grantors, of 115 Road 153, Carpenter, State of Wyoming, 82054, for and in consideration of the sum of two hundred (\$200.00) dollars and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, CONVEY AND WARRANT TO the COUNTY OF LARAMIE, STATE OF WYOMING, Grantee, whose address is P.O. Box 608, Cheyenne, WY 82003-0608, the following described real estate, situated in Laramie County, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

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This document corrects names of Grantors reflected in Book 2261 Page 1225 dated February 26, 2012 and recorded in the Laramie County Clerk official records February 27, 2012.

WITNESS our hands this 21 day of December, 2012.

Leo Smith

Janet Smith

State of Wyoming)

)SS

County of Laramie)

The foregoing instrument was acknowledged before me by Leo Smith and Janet Smith this 21st day of December, 2012.

Witness my hand and official seal.

Notary Public

My Commission Expires: April 19, 2013

