

LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: June 15, 2004

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

3. DEPARTMENT: LARAMIE COUNTY PLANNING DEPARTMENT

APPLICANT: UNIVERSITY OF WYOMING BOARD OF TRUSTEES AGENT: MARK REID, DIRECTOR

4. DESCRIPTION: CONSIDERATION OF AMENDMENT NO. 2 TO THE CONTRACT FOR SALE OF PROPERTY BETWEEN THE UNIVERSITY OF WYOMING BOARD OF TRUSTEES AND LARAMIE COUNTY, BOARD OF COUNTY COMMISSIONERS.

Amount From: \$ _____ To: \$ _____

5. DOCUMENTATION: (2) Originals and (4) four copies

Original to Debbie 6-16-09

<u>Commissioner</u>	<u>Clerks Use Only:</u>	<u>Signatures</u>
Humphrey _____		Co Attny _____
Knudson _____		Assist Co Attny _____
Ketcham _____		Grants Manager _____
Action _____		Outside Agency _____
Postponed/Tabled _____		

040415-19

**Amendment No. 2 to the Contract for Sale of Property between
University of Wyoming Board of Trustees and
Laramie County, Board of County Commissioners**

Agreement Between:

Owner and Seller: University of Wyoming Board of Trustees
Dept. 3314
1000 E. University Ave.
Laramie, WY 82071

Purchaser: The Board of Laramie County Commissioners
310 West 19th St, Suite 300
Cheyenne, WY 82001

Agreement Prepared: 3 February 2004

Subject: Agreement to purchase the described real estate containing 875.91
acres, more or less, situate in Laramie County, Wyoming, more
particularly described as:

A tract of land located in the Sections 27, 28 Township 14 North, Range
65 West of the 6th Principal Meridian, Laramie County, Wyoming, all of
the Archer Research & Extension Center.

Date of Amendment: 15 June 2004

The above-described Agreement is revised by this Amendment as follows:

2. PURCHASE PRICE.

The total purchase price for the PROPERTY is ONE-MILLION NINE-HUNDRED THOUSAND
dollars (\$1,900,000) to be paid by BUYER as follows:

- a. \$633,333.33 at closing
- b. \$633,333.33 on or before 2 August 2004
- c. \$633,333.34 on or before 1 August 2005

10. CLOSING DOCUMENTS.

The sale of the PROPERTY shall be closed on or before 2 August 2004, or such other date as
the parties may agree in writing hereafter. Each party shall fully and timely perform all obligations
hereunder to insure closing within the period specified, or any extension thereof to which the
parties may hereafter agree. Closing shall occur at the office of the Board of Laramie County
Commissioners or such other place as the parties may mutually agree. SELLER shall provide for
all closing arrangements including documents, deliveries, and events.

- a. On the closing date, the SELLER, acting as the closing agent, shall file for record the deed,
and any other instruments required to be recorded, and the SELLER shall pay all recording
fees.
- b. The BUYER shall deliver the funds to SELLER and SELLER shall deliver documents to which
BUYER is entitled, provided that the title company has stated that it shall deliver the title
insurance required hereunder.

11. POSSESSION.

- a. SELLER shall deliver possession of the PROPERTY to the BUYER on or before 2 August 2004, in the condition as warranted by SELLER and in no event in any worse condition as of the date of execution of this Agreement, less reasonable wear and tear, except for the parcels highlighted in blue on Exhibit B-1, Exhibit B-2, and/or defined as follows:
 - i. Parcel "E1" – on or before 1 June 2005
 - ii. Parcel "F2" – on or before 31 August 2005
 - iii. Parcel "F3" – on or before 31 October 2004
 - iv. Parcel "F4" – on or before 31 October 2004
 - v. Parcel "F6: - on or before 31 October 2004
 - vi. Parcel "Forages" – on or before 1 July 2004
 - vii. Parcel "104" – on or before 31 August 2005
 - viii. Parcel "301" – on or before 31 October 2004
 - ix. Parcel "B4B" – on or before 30 September 2004
 - x. Building #3 "Office" – on or before 31 October 2004
 - xi. Building #7 "Barn Facility" – on or before 31 October 2004
 - xii. Building #9 "Machine Shop" – on or before 31 October 2004
- b. Existing crops and weed control pertaining to parcels listed will be maintained and harvested by Seller through dates specified above. Weed control on other adjacent parcels will be maintained by Laramie County through 31 August 2005.
- c. Utilities for water and livestock will be provided by Laramie County through 31 October 2004.

14. INSPECTIONS

BUYER is purchasing the PROPERTY "AS-IS" and the purchase price reflects their condition. In addition, BUYER acknowledges that SELLER has made no warranties or representations, either expressed or implied, as to the condition of the PROPERTY. BUYER acknowledges and expects that the PROPERTY may be in need of some repairs, replacement, or treatment. Notwithstanding, BUYER shall, at his expense, have the right to have an environmental analysis; including Phase I and Phase II reports, performed on the property provided said inspections shall be completed and the resulting written reports shall be delivered to SELLER within one hundred forty (140) days of acceptance of this offer to purchase. Should any inspection obtained by or on the behalf of the BUYER reveal any defects not previously disclosed to BUYER for which the aggregate repair, replacement, or treatment costs are \$1,000.00 or less, they shall be considered minor and BUYER agrees to pay for same. Should any inspections obtained by or on behalf of the BUYER reveal any defects to the PROPERTY not previously disclosed to BUYER, for which the aggregate repair, replacement, or treatment costs are in excess of \$1,000.00, and provided these reports are timely delivered to the SELLER, then either party may agree to pay for said repairs, replacement, or treatment to the extent that they exceed the aforesaid \$1,000.00, however, should neither party agree to pay the amount in excess of \$1,000.00, then this Contract shall be null and void. If, for any reason, and whether or not authorized by the SELLER, subsequent inspections are ordered by or on behalf of the BUYER, the results thereof together with any resulting written report or estimate shall immediately be provided to SELLER. Failure by BUYER to obtain inspections and to provide SELLER with the results thereof with the aforesaid time frame shall be deemed a waiver thereof. In order for BUYER to determine that the PROPERTY is in the same physical condition, ordinary wear and tear expected, as at the signing of this Contract, BUYER shall have the right to make a final "walk-thru" no later than five (5) days before closing, and to inform SELLER in writing of any objections to the condition of the property within twenty-four (24) hours thereafter. This "walk-thru" inspection shall be only for the purposes of determining that no damages have occurred since the expiration of the one-hundred forty (140)

day inspection period described hereinabove and shall neither be used for investigating matters which could otherwise have been determined within that one-hundred forty (140) day inspection period first described hereinabove nor serve to expand that inspection time period. The closing and acceptance of closing documents shall constitute an acknowledgement that the PROPERTY is acceptable.

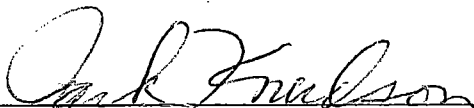
25. ENVIRONMENTAL REMEDIATION.


BUYER and SELLER agree that:

- a. SELLER shall take steps leading to the remediation of landfills, dumps, and/or fill areas containing lead contaminated soil identified by BUYER, situated in Section 28 of the subject property. This shall include, but not be limited to, SELLER's written notification to the Wyoming Department of Environmental Quality (DEQ) regarding the existence of the dumps and contaminated fill. Said written notification shall include a request for regulatory guidance from the DEQ in the disposition of the dumps and contaminated fill.
- b. BUYER shall provide for subsurface investigation and sampling of potential contamination associated with underground storage tanks, aboveground storage tanks, and the Agricultural Chemical Storage Room. BUYER shall further provide for sampling and testing of the water from the two existing on-site wells for bacteria, chemical, herbicides/pesticides, and other constituents. Should any of these investigations or tests identify contamination, SELLER will take steps leading to the remediation of the documented issue.
- c. All correspondence and testing results associated with this section shall be immediately delivered to the BUYER and the SELLER.
- d. The BUYER, regardless of the steps taken by SELLER leading to the remediation of the environmental issues discussed above, shall retain the right to void this agreement as provided in paragraph #14, titled "INSPECTIONS".

All other provisions of the Agreement prepared 11 February 2004 shall remain in effect.


PURCHASERS:



Jack Knudson, Chairman
Attest:  6-16-04
SELLER:

Elizabeth A. Hardin, Vice President for Administration
Deputy Treasurer, Board of Trustees

Received And Approved
As To Form Only
By The County Attorney

 6/10/04