

040217-16

**PROPERTY SALE AGREEMENT**  
**LARAMIE COUNTY, WYOMING /GLEN R. EVANS and JANICE EVANS**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("BUYER") and Glen R. Evans, 1405 Plum Street, Cheyenne, Wyoming 82007 ("SELLER"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is for the transfer and sale of property described as a portion of Tract 16, Capitol Tracts 2<sup>nd</sup> Filing, Cheyenne, Laramie County Wyoming, including all fixtures, improvements and structures thereon. Said property more particularly described herein and in Attachment 'A' to this agreement.

**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 \$ 67, 800.00 for all right, title and interest in the property, fixtures, improvements and structures located thereon. 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 \$ 67, 800.00 and other good and valuable consideration paid by BUYER, less any amount needed to satisfy any mortgage, security interest or other liens and encumbrances including, but not limited to, the payment of all property taxes due and owing not paid by SELLER up to the date of transfer of the property, the receipt and sufficiency of which is hereby acknowledged, agrees to the following;

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 all

C. Public Works  
Attorney  
budget

fixtures, improvements and structures thereon if any.

B. SELLER to be paid under this Agreement only after: (1) SELLER's authorized agent(s) and/or trustee's signatures are affixed to this Agreement, (2) BUYER receives a properly endorsed and notarized warranty deed to the property herein described, (3) A complete inspection of the property is conducted by the Laramie County Director of Public Works, (4) All taxes, due and owing up to the date of transfer have been paid either by SELLER or by BUYER by deducting the needed amounts from funds allocated for the purchase of the property, (5) SELLER has waived by authorized signature affixed to this agreement, all requests for payment or reimbursement of reasonable costs of relocation pursuant to 49 CFR 24 et seq., the Uniform Relocation Assistance and Real Property Acquisition Act and/or W.S. § 16-7-101 et seq., the Wyoming Relocation Assistance Act, (6) SELLER has agreed as evidenced by SELLER's authorized signature on this agreement, that all claims for relocation assistance have been made and any further claims are voluntarily waived, and (7) Any existing security interests, liens and encumbrances, if any, have been released and satisfied whether by SELLER or by BUYER by deducting the needed amount from funds allocated for the purchase of the property in furtherance of this provision, (8) 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 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 will not hinder BUYER'S access and will timely vacate the property within 30 days from close of sale to BUYER. SELLER agrees and warrants not to damage, destroy or waste any improvements or structures upon the property and shall not perform any act which would reduce the appraised value of the property, improvements or structures thereon prior to vacation of the premises. SELLER shall be allowed, with the consent of the Laramie County Director of Public Works, to remove and reclaim fixtures from the said property.

iii) SELLER shall maintain a policy of insurance on all fixtures, structures or improvements on the property, if any up to and including the date of transfer of possession and SELLER shall remain liable for damages to any fixtures, structures or improvements upon said property, if any and for actions which reduce the appraised value or interfere in any manner with transfer, or use of said property, structures, fixtures or improvements by BUYER prior to transfer and/or SELLER's vacation of the property.

D. SELLER certifies and warrants that, to the best of its, its agents and/or employees knowledge the property contains no hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 - 42 U.S.C. §§ 9601-9675 and 40 C.F.R. Part 302. Further, SELLER agrees to indemnify and hold harmless BUYER, its elected

appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from any hazardous substances present on the property as defined in this section.

E) After completion of the Allison Draw Phase III on the property at issue in this Agreement and the completion of re-vegetation of same, SELLER, in the discretion of and at the direction of the Director of Laramie County Public Works, may use the property for grazing. BUYER will replace or repair any fences required after and/or during completion of the Allison Draw project.

## **V. GENERAL PROVISIONS**

A. Acceptance Not Waiver: BUYER's acceptance of the property shall not in any way relieve SELLER of responsibility for its obligations under this Agreement. BUYER's 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 (6 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 the BUYER 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. Limitation on Payment: BUYER's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the transaction pursuant to this Agreement the

Agreement may be terminated by BUYER at the end of the period for which funds are available. BUYER shall notify SELLER at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if BUYER knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to BUYER in the event this provision is exercised, and BUYER shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

R. 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.

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**LARAMIE COUNTY, WYOMING /GLEN R. EVANS and JANICE EVANS**  
**Signature Page**

LARAMIE COUNTY, WYOMING

By: *Jack Knudson* Date \_\_\_\_\_  
Jack Knudson, Chairman, Laramie County Commissioners

ATTEST:

By: *Debbie Lathrop* Date 2-23-04  
Debbie Lathrop, Laramie County Clerk

SELLER: GLEN R. EVANS

By: *Glen R. Evans* Date 2/6/04

SELLER: JANICE EVANS

By: *Janice R. Evans* Date 2-6-04

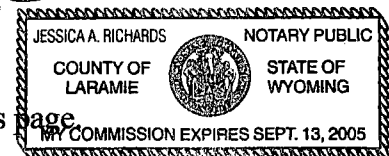
STATE OF WYOMING                    )  
  ) SS:  
COUNTY OF LARAMIE                )

Subscribed to and sworn before me this 6<sup>th</sup> day of February 2004 by Glen R. Evans and Janice Evans.

WITNESS MY HAND AND OFFICIAL SEAL.

*Jessica A. Richards*  
NOTARY PUBLIC

My commission expires: 09.13.05



This Agreement is effective the date of the last signature affixed to this page

REVIEWED AND APPROVED AS TO FORM ONLY:

By: *Mark Voss* Date 2/10/04  
Mark Voss, Deputy Laramie County Attorney

# Attachment

“A”

Land Acquisition  
A portion of  
Tract 16 Capitol Tracts 2<sup>nd</sup> filing

A parcel of land situate, known and being the Easterly 119.5 feet of the Southerly 420.00 feet of Tract 16 of Capitol Tracts 2<sup>nd</sup> filing in Section 18 of T.13 N. R.66 W. of the 6<sup>th</sup> P.M. in Laramie County, Wyoming being more particularly known and described as follows, to wit:

Beginning at the SE corner of Tract 16 of Capitol Tracts 2<sup>nd</sup> filing being a Brass disk set in concrete set on the Southerly R/W of Apple Street and the Westerly R/W of York Avenue; thence, S89°54'00"W along the Southerly boundary of said Tract 16 a distance of 119.5 feet to a point; thence, North along a line parallel with the Westerly R/W of York Avenue a distance of 420.00 feet to a point; thence, N89°54'00"E along a line parallel with said Southerly boundary line of Tract 16 a distance of 119.50 feet to a point on the Westerly R/W of York Avenue; thence, South along the Westerly R/W of York Avenue also being the Easterly boundary of Tract 16 a distance of 420.00 feet to the point of beginning.

The above-described parcel contains 50190 sq ft (1.15 Acres more or less)



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**LARAMIE COUNTY CLERK**  
**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM PROCESSING FORM**

1. DATE OF PROPOSED ACTION: February 17, 2004

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 Property Sales Agreement between Laramie County and Glen R. Evans and Janice Evans.

Amount \$ 67,800.00 From \_\_\_\_\_ to \_\_\_\_\_

5. DOCUMENTATION: 2 Originals (4) four copies

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