

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: _____
Laramie County Commissioners

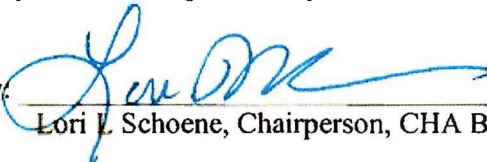
Date _____

ATTEST:

By: _____
Laramie County Clerk

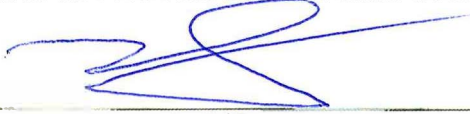
Date _____

Cheyenne Housing Authority

By:  _____
Lori L. Schoene, Chairperson, CHA Board

Date 10-16-25

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 10-16-25



RECP #: 901638

RECORDED 10/15/2025 AT 3:59 PM BK# 2937 PG# 1121
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 1 OF 21

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

FIRST AMERICAN

4281340

(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 30th day of September, 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 0.761 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 Foxcrest 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;



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*



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



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.



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.



RECP #: 901638

RECORDED 10/15/2025 AT 3:59 PM BK# 2937 PG# 1126
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 6 OF 21

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.]



RECP #: 901638

RECORDED 10/15/2025 AT 3:59 PM BK# 2937 PG# 1127
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 7 OF 21

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: 
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 Laramie)

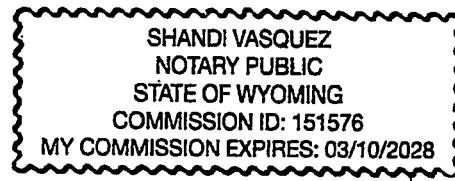
On 10/14, 2025, before me, Shandi Vasquez, Notary Public, personally appeared Lori Schoene, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that 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: Shandi Vasquez

My commission expires: 3/10/28



****Chairperson of the Board of Commissioners of Housing Authority of the City of Cheyenne aka Cheyenne Housing Authority,****

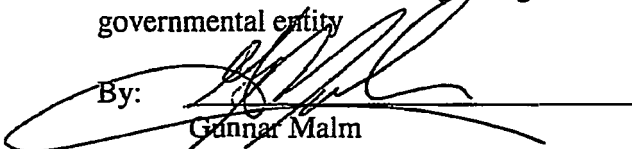


RECP #: 901638

RECORDED 10/15/2025 AT 3:59 PM BK# 2937 PG# 1128
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 8 OF 21

OWNER:

LARAMIE COUNTY, a Wyoming
governmental entity

By: 

Gunnar Malm

Its:

Chairman, Laramie County Board of
Commissioners

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

STATE OF WYOMING)

COUNTY OF Laramie)

ss.

On 10/14, 2025, before me, Shandi Vasquez, Notary Public,
personally appeared Gunnar Malm, Chairman, 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.

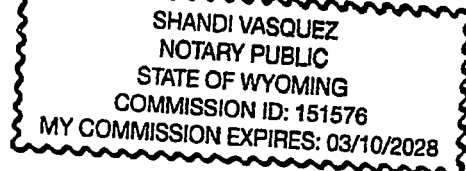
*Laramie County Board of Commissioners,
Chairman of Laramie County,
Wyoming

WITNESS my hand and official seal.

Notary Public

Print Name: Shandi Vasquez

My commission expires: 3/10/28





RECP #: 901638

RECORDED 10/15/2025 AT 3:59 PM BK# 2937 PG# 1129
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 9 OF 21

HUD:

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENTBy: 
Zachary UrbanIts: Authorized Agent and Director,
Office of Public Housing,
Denver Field Office

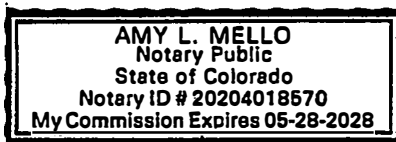
STATE OF COLORADO)

) ss.

CITY AND COUNTY OF DENVER)

On September 30, 2025, before me, Amy L. Mello, 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 PublicPrint Name: Amy L. Mello

My commission expires:

Authorized Agent and Director, Office of Public Housing, Denver Field Office of U.S. Department of Housing and Urban Development.

28 May 2028

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.



RECP #: 901638

RECORDED 10/15/2025 AT 3:59 PM BK# 2937 PG# 1130
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 10 OF 21

EXHIBIT A
DISPOSITION PROPERTY

Address: 4125 Cox Court, Cheyenne, Wyoming 82001

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.



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Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 11 OF 21

EXHIBIT B
APPROVAL LETTER

[See Attached]



OFFICE OF PUBLIC AND INDIAN HOUSING



RECP #: 901638
RECORDED 10/15/2025 AT 3:59 PM BK# 2937 PG# 1132
Debra K. Lee, CLERK OF LARAMIE COUNTY, WY PAGE 12 OF 21

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Special Applications Center
77 W. Jackson Blvd., Room 2401
Chicago, Illinois 60604-3507
Phone: (312) 353-6236 Fax: (312) 913-8892

June 30, 2025

Corrected July 2, 2025

Mr. Greg Hancock
Executive Director
Housing Authority of the City of Cheyenne
3304 Sheridan Street
Cheyenne, WY 8209-5366

Dear Mr. Hancock:

The U.S. Department of Housing and Urban Development (HUD) Special Applications Center (SAC) hereby approves the disposition Application, DDA0013294 submitted by the Housing Authority of the City of Cheyenne (also known as CHA). The Application includes 1 non-dwelling building, and approximately 0.761 acres of underlying land at a development known as Cheyenne, WY002000022 (Property), (Legal Description attached as Exhibit A). This letter is corrected to add the requirement of a use restriction be placed on the property.

SAC has determined that HA's proposed Property disposition is consistent with the U.S. Housing Act of 1937 (42 U.S.C. 1437p) (the Act) and 24 C.F.R. 970. The SAC approves the Application as summarized below, subject to the conditions contained in this letter.

Cheyenne, WY00200022	
Approved for Disposition: 1 Non-Dwelling Building; ±0.761 Acres	
Acquiring Entity	Laramie County
Method of Disposition	Below FMV Sale
Sale Price	\$200,000
Use of Proceeds	Reasonable costs of disposition and Operating Public Housing program in accordance with PIH Notice 2020-23.
Commensurate Public Benefit	New Construction Senior Activity Center
Approved Building Address (Building Number) Per PIC: 4125 Cox Court, Cheyenne, WY82001 (4215F)	

Approval Conditions

- CHA must comply with all requirements of the Act, 24 C.F.R. part 970, and this approval letter in carrying out this disposition action.
- CHA shall not dispose of the Property until the Public Housing Field Office Field Office) releases the Declaration of Trust (DOT).
- Below FMV transactions require the Property be encumbered by use restriction covenants. Under the use restriction term, the CHA and its successors agree for the benefit of HUD that the Property must be used for the "commensurate public benefit" as approved by the SAC in this letter. If the Property will be operated as affordable rental units to families at or below 80% of Area Median Income (AMI), units must be

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maintained in a condition that meets housing quality standards (HQS) for HUD's Section 8 program (or replacement standard), the rents must be affordable to these families (i.e., through LIHTC, HCV or other programs; or through a use restriction capping rents at 30% of 80% of AMI). The units must be operated and maintained as decent, safe, sanitary, and in good repair. The required term of the use restriction must be at least 30 years from the date of disposition (removal of DOT) (the Use Restriction Term). See "PHA's Next Steps" enclosure for more directions regarding "Use Restriction".

- The Denver Field Office is authorized to release the DOT from the Property in accordance with this approval. Prior to DOT release, the Denver Field Office must confirm that the disposition transaction terms conform to this approval's requirements. The Denver Field Office may request confirmation from CHA that relocation is complete in accordance with applicable requirements prior to releasing the DOT. CHA must submit a draft DOT release to the Denver Field Office, along with any other documents requested by the Denver Field Office.
- The Denver Field Office is authorized to approve the removal of the Property (units and acreage) from IMS/PIC and CHA's public housing inventory, in accordance with 24 C.F.R. 970 and CHA's request.
- If the CHA materially changes the plan for the Property, after receiving this approval (but prior to DOT release), SAC approval of the material change is required. Material changes include a different method of disposition, proposed commensurate public benefit justifying a below Fair Market Value (FMV) disposition. CHA must request SAC approval by emailing SACTA@hud.gov with information about the change. See "PHA's Next Steps" enclosure for directions regarding an application with material changes.

Estimated Timetable (Impact on Operating Funds)

In accordance with 24 C.F.R. 970.7(a)(4) and 24 C.F.R. 970.21(d), PHA submitted an estimated timetable for the proposed disposition as follows:

	Milestone	Number of Days after Approval
A	Begin Relocation	N/A
B	Complete Relocation	N/A
C	Execute Disposition Document	60
D	Dispose of Property/HUD Releases DOT	365

The Denver Field Office has been informed of this approval and will assist CHA in its implementation. SAC recommends maintaining an open dialogue with your Field Office,



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residents and local officials. If CHA has any questions about this approval wishes to discuss future demolitions, dispositions or any other inventory removal actions, please contact SACTA@hud.gov.

Sincerely,

**JAMES
ISAACS**

Digitally signed by: JAMES
ISAACS
DN: cn = JAMES ISAACS C =
US o = U.S. Government OU
= Department of Housing and
Urban Development, Office of
Public and Indian Housing
Date: 2023.07.02 09:17:57 -
05'00'

James Isaacs
Acting Director

CC: Denver Field Office

Enclosures:

Considerations in SAC's Review
PHA's Next Steps
Exhibit A: Legal Description



Considerations in SAC's Review

On December 30, 2024, CHA submitted this Application through Forms HUD-52860 and HUD-52860-A via HUD's Inventory Management System/PIH Information Center (IMS/PIC) system via DDA0013294. According to HUD's and PHA's records, the Property was developed, acquired, or assisted with funding from the Act. In accordance with 24 C.F.R. 970.7(a)(17), CHA submitted supplemental information about the Application through June 25, 2025.

Previous Removals at the Development

CHA has received the following previous HUD approval for removing property from the development known as Cheyenne, WY002000022:

PIC Application	Removal Type	Units Approved	Acres Approved	Date of Approval
DDA0002571	Disposition	1	0.2	11/2/2007

Description of Proposed Disposition

CHA's Application described the Property based on building, unit, and acreage information in IMS/PIC. Details of the proposed disposition of the Property at the development are as follows:

Cheyenne, WY002000022 DOFA: 4/22/1983	
Number of Non-Dwelling Buildings Existing	1
Number of Non-Dwelling Buildings Proposed	1
Existing Land	27.58 Acres
Proposed Land	±0.761 Acres

Future Use of the Property

The CHA proposes that, after conveyance of the Foxcrest Community Center, CHA proposes to dispose of the property to Laramie County who will build a new 15,000 square foot Senior Activity Center.

PHA Plan Compliance

CHA certified and HUD's Moving to Work (MTW) program confirmed that CHA submitted a MTW Plan Amendment and that the description in the MTW Plan is identical to the Application and otherwise complies with Section 18. The MTW Office approved the Plan on September 18, 2024.

Environmental Review

The Field Office certified on May 23, 2025 that, in accordance with 24 C.F.R. 970.13, an Environmental Review (ER) was performed under 24 C.F.R. part 58 for the disposition action and any known re-use.



Justification

The Property is other than dwelling units and comprises of community building. CHA has determined the disposition of the Property is incidental to, or does not interfere with, continued operation of the remaining portion of the Property in accordance with 24 C.F.R. 970.17(d). CHA supported its justification as follows:

CHA proposes to dispose of the Foxcrest Community Center, a non-residential property, located on 0.761 acres of land within Cheyenne, WY002000022 to Laramie County at below FMV at \$200,000. The responsibility for the provision of Senior Services will shift from CHA to Laramie County.

Property Valuation

In accordance with 24 C.F.R. 970.19, CHA procured Appraisals, Inc. an independent appraisal of the Property. The Property's FMV was estimated at \$540,000, as of June 20, 2024.

Method of Disposition

CHAs proposes the "method of disposition" via negotiated sale below FMV for approximately \$200,000 to Laramie County. In accordance with 24 C.F.R. 970.19(a), HUD authorizes the disposition at less than FMV, based on commensurate public benefits to the community, the PHA, or the federal government justifying such an exception. CHA's Application establishes a commensurate public benefit based on the following future use of the Property as a new Senior Activity Center primarily serving low-income senior residents earning 80% of Area Median Income or less.

Proceeds

CHA proposed to use approximately \$7,456 of gross proceeds for reasonable costs of disposition and the remainder for the operation of CHA's public housing program. CHA's Application provided an itemized list of costs as follows:

Projected Total Disposition Proceeds	\$200,000
Appraisal	\$2,450
Realtor Fee	\$4,000
Estimated Title	\$1,006
Net Proceeds Total	\$ 192,544

The remaining proceeds will be used to fund the operation of CHA's Public Housing program. HUD concurs with these reasonable costs of disposition in accordance with 24 C.F.R. 970.19 and PIH Notice 2020-23.

Resident Consultation

In accordance with 24 C.F.R. 970.7(a)(7) and 24 C.F.R. 970.9(a), CHA submitted evidence that it consulted with residents on July 18, 2024, August 13, 2024, and, August 14, 2024, separate from the public consultation required by PHA Plan requirements. The CHA consulted residents on both dates to discuss the sale of the Foxcrest Community Center and the



new Senior Activity Center development. CHA provided the meeting public notice and email confirming the meeting dates. CHA's Application provided documentation of the questions and answers from the meetings.

Offer for Sale to Resident Organizations

In accordance with 24 C.F.R. 970.7(a)(8), CHA submitted evidence that it complied with the requirements of 24 C.F.R. 970.9(b)(3). HUD has determined that the offer of sale requirements do not apply because CHA proposes disposing of Non-Dwelling Property.

Local Government Consultation

As part of the consultation process, CHA met with local government officials, Mayor, on regularly from 2021 through the end of 2024 (including July 9, 2024), and discussed the proposed disposition. As required by 24 C.F.R. 970.7(a)(14), the application package includes a letter of support from the Honorable Patrick K. Collins, Mayor of the City of Cheyenne, dated November 12, 2024, as well as the Laramie County Board Chairman signed November 21, 2024.

Board Resolution

In accordance with 24 C.F.R. 970.7(a)(13), CHA submitted a copy of a resolution by the CHA's Board of Commissioners approving the submission of the Application to HUD. The resolution is signed and dated December 19, 2024, after all resident and local government consultation was completed.



PHA's Next Steps

Material Changes to Application

Email SACTA@hud.gov, SAC will advise the CHA of next steps (i.e., technical correction to the approval, or rescind the approval and a new application to be submitted). PIH Notice 2024-40 provides that written SAC approval is required if the changes to the disposition are "material". SAC understands that details of the disposition transaction may change between the time of CHA's Application submission and the time of the disposition transaction.

SAC considers the following material changes to the Application:

- If the sales proceeds change more than 20%, CHA must request approval from SAC.
- Changes in the future use of the Property. If the CHA's plans for the future use is substantially different from the project scope reflected in the Environmental Review (ER) that was done pursuant to 24 C.F.R. 970.13, then a re-evaluation of ER may be required.

- If ER done under part 58

Since the ER was done under 24 C.F.R. part 58, CHA must inform the Responsible Entity (RE) and permit the RE to re-evaluate the ER. It is up to the RE to decide if the ER will need updating or a new ER is required (based on the updated project description, project scope, and environmental conditions) (refer to 24 C.F.R. 58.47 for a complete description of the re-evaluation criteria). If a new ER is required, the RE may choose to use the past ER to guide completion of the new ER. Note: CHA must submit evidence of ER compliance with the new proposed future use as part of the request to the SAC.

SAC does NOT consider the following to be material changes to the terms of the disposition and CHA can proceed with the disposition without receiving further written SAC approval:¹

- Future use remains the same, but there is a change in Acquiring Entity (name or ownership structure).
- Change in the amount of ground lease payments received (if based on more recent appraisal for FMV transactions or if the future use remains the same for below FMV transactions).

IMS/PIC Reporting

In accordance with 24 C.F.R. 970.35, the PHA must ensure the Property is "Removed from Inventory" ("RMI") status in IMS/PIC within seven (7) days of disposition (i.e., transfer of warranty deed or execution of ground lease).

Specific instructions for completing the removal in IMS/PIC are as follows:

¹ If these change prior to disposition, provided the Field Office is aware of the changes, provides written approval, and incorporates the changes into any required HUD use restrictions prior to releasing the DOT. Notwithstanding this, SAC will process and provide written technical corrections to update its approval of these changes, if requested by CHA or the Field Office.



1. Select the "Development Number", then select "Add Transaction"
2. Select the appropriate "Application (DDA) Number" from the drop-down menu
3. In the "Action/Closing Date" box, enter the removal (demolition) date. If the properties in a DDA application were demolished/disposed of (phased) on multiple dates, a separate transaction is needed for each action date
4. Use "Remove Residential Inventory by Building" section, select the appropriate building(s) available in the "Complete Buildings Available" box and transfer them to the "proposed Buildings" box
5. Save the information using the "Save" button. The status of this information is then displayed as "Draft"
6. The PHA supervisory staff submits the information to the PHA Executive Director, or the designated final reviewer at PHA, using the Submission sub tab. The status becomes "Submitted for Review"
7. The PHA Executive Director or designee uses the Review sub tab to reject the transaction, which places it in a "Rejected" status, or approves, which places it in a "Submitted for Approval" status
8. The Field Office reviews the request, and once the Field Office approves it, the status of the units in IMS/PIC permanently changes to RMI.

Proceeds

CHA must comply with Section 18(a)(5) of the Act, 24 C.F.R. 970.19(e), PIH Notice 2020-23 for holding, expending, and reporting on proceeds. If CHA determines a use for net proceeds different from that proposed in its approved application, the PHA is not required to request or receive HUD (SAC or Field Office) approval for the alternate use. However, CHA must ensure, subject to potential HUD enforcement, that the alternate use fully complies with the requirements of Section 18(a)(5) of the Act, 24 C.F.R. 970.19(e), and PIH Notice 2020-23, and that such alternate use is properly documented compliant with 24 C.F.R. 970.35 and section 11 of that Notice." See also Memo dated June 7, 2022 from SAC Director to Field Offices at https://www.hud.gov/sites/dfiles/PIH/documents/Memo_FOs_S18_Proceeds.pdf

Note also that if PHA proposes to use proceeds for Capital Fund uses (as part of currently proposed use or alternative use in the future), PIH Notice 2020-23 requires the PHA to "identify proceeds" in its CFP 5-Year Action Plan, through EPIC by moving the funds from its General Depository Agreement (GDA) (HUD-51999) to the Energy Performance Information Center (EPIC). The PHA identifies the "year" in EPIC based on the year it will spend the proceeds on CFP activities. See Section 2.5 of the EPIC Manual "Adding/Creating a Work Activity" at https://www.hud.gov/program_offices/public_indian_housing/programs/ph/capfund/epic. In the title/description, the PHA should state that Section 18 proceeds are being used for the activity. The Field Office then approves the CFP 5-year Action Plan that includes the proceeds, prior to PHA obligating or expending the money.

Resources

HUD's Public Housing Repositioning website at www.hud.gov/repositioning

SAC's website at www.hud.gov/sac



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Section 18 Application Checklist. Includes an Order of Operations that includes post-approval steps (See Exhibit C of Checklist)

<https://www.hud.gov/sites/dfiles/PII/documents/Section18ApplicationChecklist.pdf>

Post-Closing Asset Repositioning Videos (for operating PBV projects post-closing) PIA Asset Repositioning Post-Closing How-To Videos - HUD Exchange

PBV FAQs https://www.hud.gov/sites/dfiles/documents/PBV_FAQs.pdf



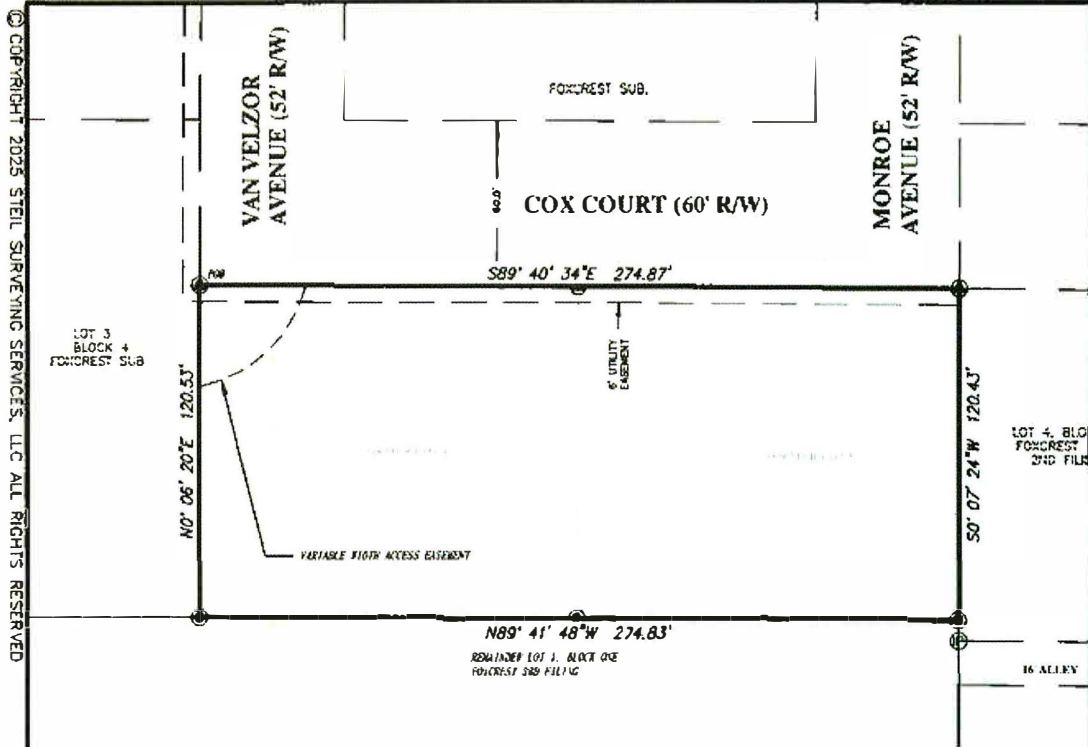
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Exhibit A
Legal Description

Lot 4 and Lot 5, Block 4, Foxcrest Subdivision, City of Cheyenne,
Laramie County, Wyoming

33,143 SF or 0.761 Acres



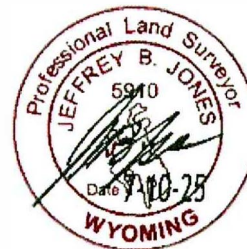
LAND DESCRIPTION

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

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



STEIL SURVEYING SERVICES, LLC
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The Board of
Laramie County
Commissioners



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

Linda Heath *Ty Zwonitzer*
Commissioner *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 October 14, 2025, 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: