

**PROPERTY SALE AGREEMENT
LARAMIE COUNTY, WYOMING /TRU-GRIT LAND DEVELOPMENT LLC**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("SELLER") and Tru-Grit Land Development 1807 Capitol Avenue, Suite 108 Cheyenne, WY 82001 or 140 Walterscheid Boulevard, Cheyenne WY, ("BUYER"). 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 Lot 2, Block 168, Interior Heights Addition, Second Filing, Cheyenne, Laramie County Wyoming, including all fixtures, improvements and structures thereon, if any. Said property more particularly described herein and by the Quit Claim Deed denominated as 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 \$781.25 for all right, title and interest in the property, fixtures, improvements and structures located thereon, if any. 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 \$781.25 and other good and valuable consideration paid by BUYER, 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 herein and in Attachment 'A' to this Agreement, said attachment fully incorporated herein, in Laramie County Wyoming including all 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 Quit Claim deed to the property herein described. 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. In the event



BUYER fails to perform said investigation, BUYER agrees by signature hereon that this right is waived.

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. 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.

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. BUYER, by signature hereon, acknowledges that it has had an opportunity to perform any inspections necessary to determine the presence of any hazardous substances. Buyer further agrees that if it has elected not to engage in such investigation, it waives any claim based on such hazardous substance against SELLER its elected and 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.

V. GENERAL PROVISIONS

A. Acceptance Not Waiver: SELLERS acceptance of payment for the property shall not in any way relieve BUYER of responsibility for its obligations under this Agreement. SELLER'S 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 (6 pages) and Attachment 'A' (1 page) 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 SELLER 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 SELLER'S governmental immunity as provided in this Agreement.

I. Contingencies: BUYER 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: SELLER 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, SELLER 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, BUYER agrees to indemnify and hold harmless SELLER, 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 SELLER 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

By: Linda M Heath Date 6/4/19
Linda Heath, Chairman, Laramie County Commissioners

ATTEST:

By: Debra K. Lee Date 6-4-2019
Debra Lee, Laramie County Clerk

Buyer
ld ~~SELLER: TRU-GRIT LAND DEVELOPMENT~~

By: [Signature] Date 6/4/19

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 6/3/19
Mark Voss, Laramie County Attorney

[Handwritten initials]

Attachment A

190604-19

QUITCLAIM DEED

Laramie County, grantor(s) of Laramie County, State of Wyoming, for and in consideration of Ten Dollars and Other Good and Valuable Consideration (-\$10.00-), in hand paid, receipt whereof is hereby acknowledged, hereby Convey(s) and Quitclaim(s) To

Tru-Grit Land Development, LLC, a Wyoming limited liability company, grantee(s),

whose address is: 140 Walterscheid Boulevard, Cheyenne WY all interest in the following described real property, situate in Laramie County and State of Wyoming, to wit:

Lot 2, Block 168, Interior Heights Addition, Second Filing, according to the official plat recorded in Laramie County, Wyoming.

Hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Witness my/our hand(s) this 5th day of June, 20 19.

Linda M Heath
as Chair. for Laramie Co Commissioners
for Laramie County

State of Wyoming

County of Laramie

This instrument was acknowledged before me on June 5th, 2019
by Linda M Heath
as Chairman of Laramie County.

Michael K. Lee
Notary Public - County Clerk
term
My commission expires: 1-2-23

(Seal)

COPY OF RECORD