

MKS
Date: 12/4/19

**MEMORANDUM OF UNDERSTANDING BETWEEN LARAMIE COUNTY,
WYOMING, AND THE CITY OF CHEYENNE, WYOMING,
REGARDING LOTS 2, 3, AND 4 OF FRONTIER PARK**

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, and the City of Cheyenne, a municipality duly organized and existing under the laws of the State of Wyoming ("City"), whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001.

2. **Purpose.** The purpose of this MOU is (1) to memorialize the County's conveyance by Quitclaim Deed, executed simultaneously with this MOU, to the City of Lots 2, 3, and 4 of Frontier Park ("Property"), a subdivision to the City of Cheyenne, consisting of 3.78 acres, situated in portions of Government Lots 1 and 2, NE 1/4 NE 1/4, and the SE 1/4 NE 1/4 of Section 25, Township 14 North, Range 67 West, of the 6th P.M., City of Cheyenne, Laramie County, Wyoming, and (2) to memorialize the parties' intent regarding a reservation of rights granted to the County by the City with respect to said Property for a limited period of time, all as detailed further below.

3. **Term.** This MOU shall commence on the date last executed by the duly authorized representatives of the parties to this MOU or on the date of the County's Quitclaim Deed conveying the Property, whichever is later, and this MOU shall remain in full force and effect in perpetuity with respect to the County's Quitclaim Deed conveying the Property and for two years or until terminated as provided herein regarding the County's reservations of the rights with respect to said Property.

4. **Payment.** Payment is for and in consideration of the sum of ten dollars and other good and valuable consideration in hand paid, including a grant of the County's reservations of rights with respect to said Property.

5. **Responsibilities of the County.** The County shall convey the Property described herein to the City by Quitclaim Deed, which the County shall execute simultaneously with this MOU.

6. **Responsibilities of the City.** In consideration for the Quitclaim Deed, the City shall provide the County the sum of ten dollars and other good and valuable consideration in hand paid, including a grant to the County of a reservation of rights with respect to said Property, specifically the use of the Property during the two years following execution of this MOU, but only upon the written request of the County's Board of County Commissioners and agreement with Cheyenne Frontier Days® to avoid dual scheduling of the Property. The written request shall be provided to the City and Cheyenne Frontier Days® at least 20 business days before said exercise of this reservation of rights and only for a period of uninterrupted use not to exceed 14 calendar days per year.

7. **General Provisions.**

A. **Entire Agreement.** This MOU and Quitclaim Deed to be executed simultaneously herewith represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

Approved as to
form only:

Date: _____

B. Assignment. This MOU and Quitclaim Deed to be executed simultaneously herewith shall binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, transferees, and permitted assignees. Neither this MOU and Quitclaim Deed to be executed simultaneously herewith, nor any rights, or obligations hereunder shall be assigned by a party without the prior written consent of the other party.

C. Modification. This MOU and Quitclaim Deed to be executed simultaneously herewith shall be modified only by written agreement, duly executed by all parties hereto.

D. Invalidity. If any provision of this MOU and Quitclaim Deed to be executed simultaneously herewith is held invalid or unenforceable by any court of competent jurisdiction, 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 MOU and Quitclaim Deed to be executed simultaneously herewith are fully severable.

E. Applicable Law and Venue. The parties mutually understand and agree this MOU and Quitclaim Deed to be executed simultaneously herewith 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 MOU and Quitclaim Deed to be executed simultaneously herewith 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. This provision is not intended nor shall it be construed to waive the parties' governmental immunity as provided in this MOU.

F. Governmental Immunity. Neither party waives its governmental immunity by entering into this MOU and Quitclaim Deed to be executed simultaneously herewith, and each 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 MOU and Quitclaim Deed to be executed simultaneously herewith with respect to any action based on or occurring as a result of this MOU and Quitclaim Deed to be executed simultaneously herewith.

G. Indemnification. Each party to this agreement shall responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

H. Third Parties. The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU and Quitclaim Deed to be executed simultaneously herewith shall not be construed so as to create such status. The rights, duties and obligations contained herein shall operate only between the parties and shall inure solely to their benefit.

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.

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Signature Page

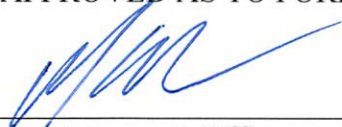
LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

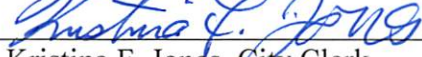
REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 12/12/19
Laramie County Attorney's Office

CITY OF CHEYENNE

By:  _____ Date 11.9.19
Marian J. Orr, Mayor

ATTEST:

By:  _____ Date 12-9-19
Kristina F. Jones, City Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 12/4/19
City Attorney's Office

Frontier Park

Lots 2, 3, & 4



Legend

- Major Collector
- Local
- Private
- Lots 2, 3, & 4
- Platted Info - Blocks/Lots/ROWS
- Water Fire Hydrant**
- Pressure Color**
- GREEN (1000-1499 GPM)
- ORANGE (500-999 GPM)
- RED (<= 499 GPM)
- Water Meter Pit
- Water Service Shutoff**
- Shutoff Type**
- FIRE LATERAL
- SERVICE LATERAL
- Water Main**
- WATER MAIN
- Inlets
- Combination MH
- Storm Sewer Mains
- Inlet Pipes
- Storm Detention Ponds
- Sewer Manhole**
- Manhole Type**
- MANHOLE
- Sewer Main**
- Main Type, Ownership, Main Status**
- GRAVITY, BOARD OF PUBLIC UTILITIES, ACTIVE



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User Name: joef

Date: 12/11/2019