Approved as to form only:
MKO
Date: 1/6/20

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, Frontier Park Subdivision, City of Cheyenne, Laramie County, Wyoming, as shown on the final plat for Frontier Park, recorded on the 16th day of October, 1992, at Cabinet 6, Page 77, in the Real Estate office of the County Clerk of Laramie County, Wyoming, subject to all easements, covenants and restrictions of record, 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.

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 defensed 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.

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

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 _____
Laramie County Attorney's Office

CITY OF CHEYENNE

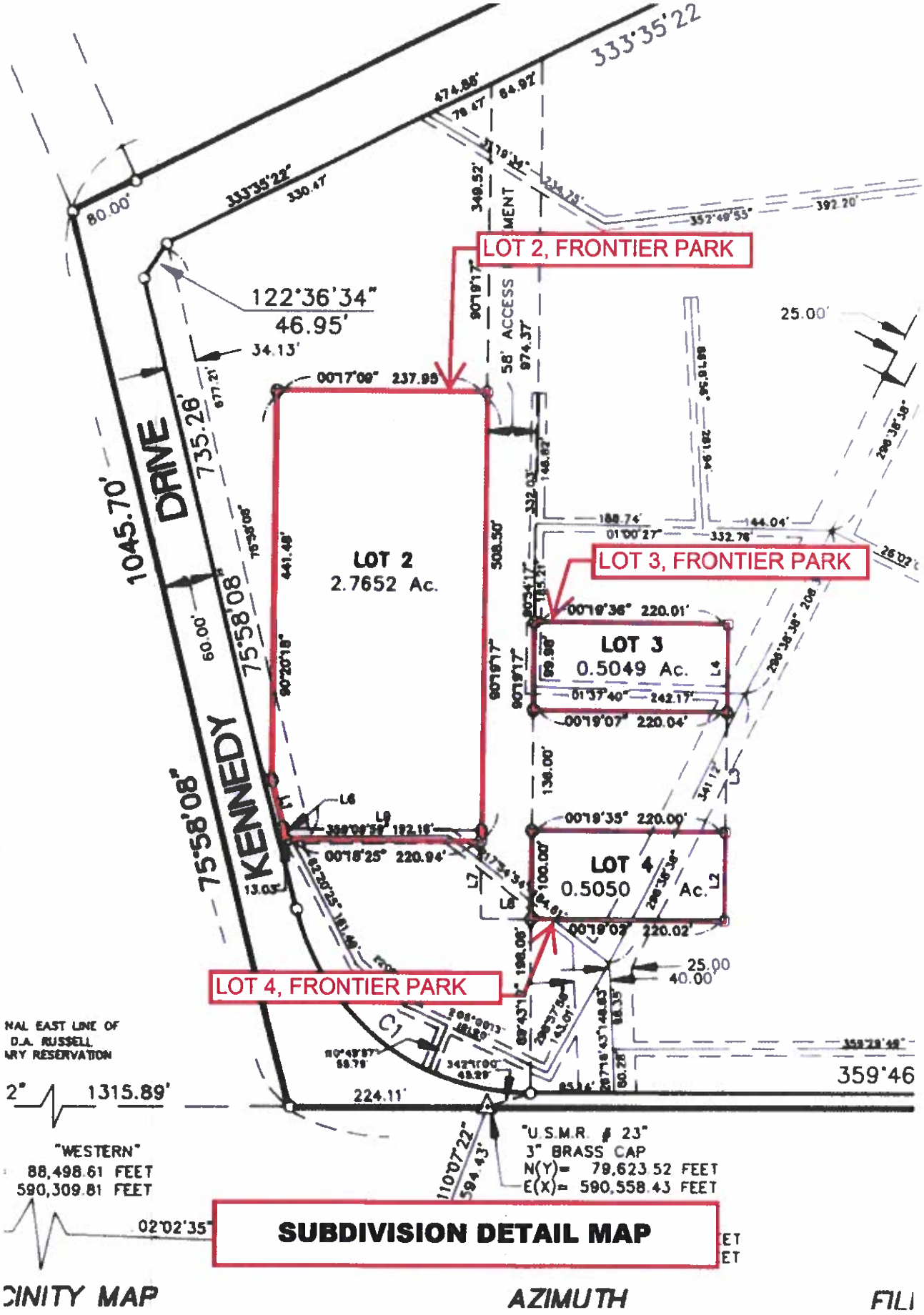
By:_____ Date _____
Marian J. Orr, Mayor

ATTEST:

By:_____ Date _____
Kristina F. Jones, City Clerk

REVIEWED AND APPROVED AS TO FORM ONLY:

By:_____ Date _____
City Attorney's Office


LOT 2, FRONTIER PARK
LOT 3, FRONTIER PARK
LOT 4, FRONTIER PARK
LOT 2
2.7652 Ac.
LOT 3
0.5049 Ac.
LOT 4
0.5050 Ac.
KENNEDY DRIVE
1045.70'
735.26'
75°58'08"
122°36'34"
46.95'
58' ACCESS EASEMENT
333°35'22
"U.S.M.R. # 23"
3" BRASS CAP
N(Y)= 79,623.52 FEET
E(X)= 590,558.43 FEET
"WESTERN"
88,498.61 FEET
590,309.81 FEET
1315.89'
359°46
SUBDIVISION DETAIL MAP
AZIMUTH

LEGEND

CURVE TABLE

LINE TABLE

NOTES

DEDICATION

ACKNOWLEDGEMENT

APPROVALS

CERTIFICATE OF SURVEYOR

VICINITY MAP

AZIMUTH

FILING RECORD

FRONTIER PARK

A SUBDIVISION

SITUATED IN PORTIONS OF GOVT LOTS 1 AND 2, NE1/4NE1/4, AND THE SE1/4NE1/4 OF SECTION 25, T14N., R67W. OF THE 6TH P.M., CITY OF CHEYENNE, LARAMIE COUNTY, WYOMING

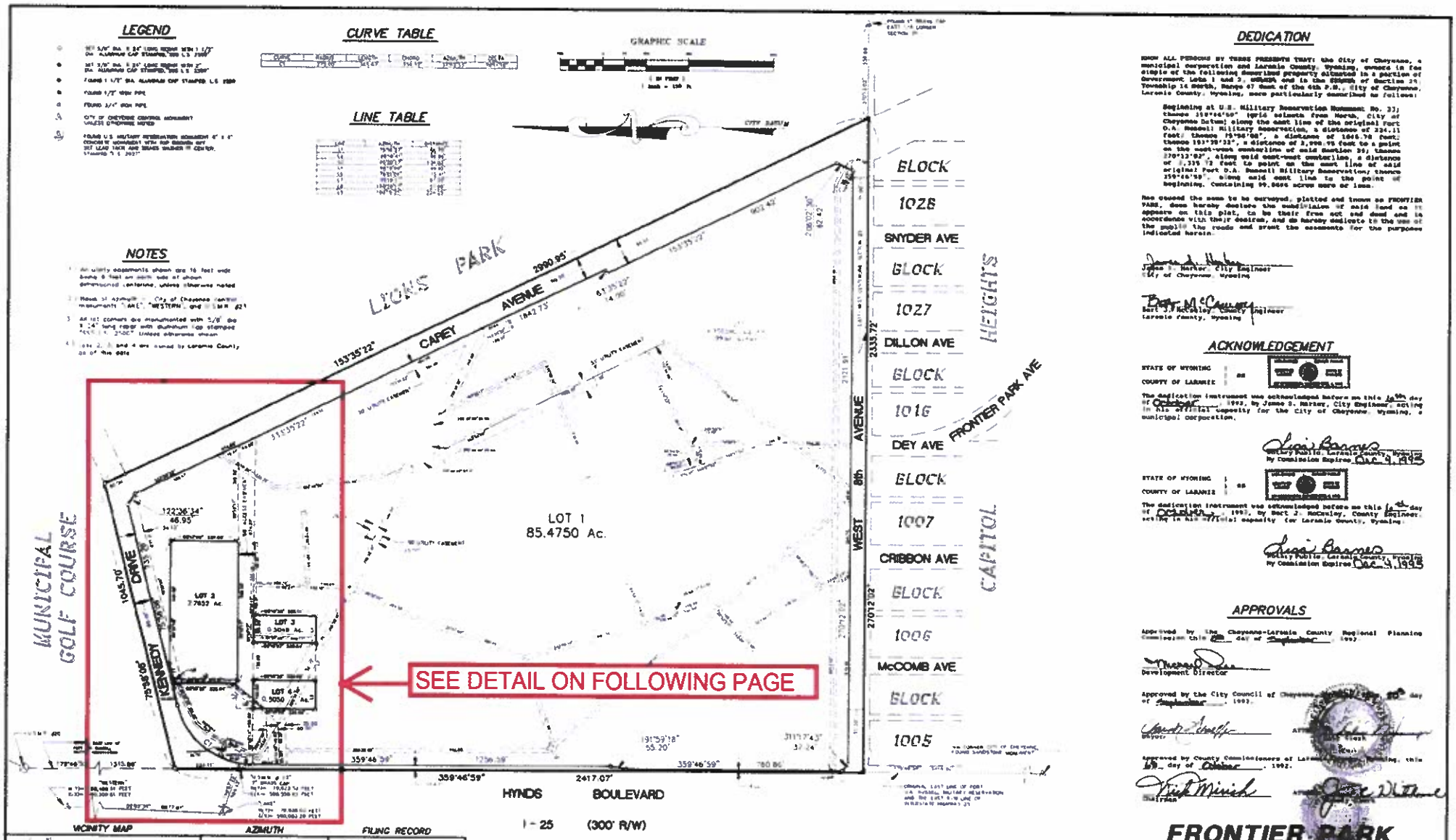
PREPARED AUGUST 1992

STEL SURVEYING SERVICES

REGISTERED LAND SURVEYORS

200 EAST 6th AVENUE P.O. BOX 2073

CHEYENNE, WY 82003 PH. (307)634-7273



SUBDIVISION MAP

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that Laramie County, Wyoming, of the County of Laramie, State of Wyoming, Grantor, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid by the City of Cheyenne, Wyoming, Grantee, whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, the receipt whereof is hereby confessed and acknowledged, have remised, released, and forever quitclaimed and by these presents does for its heirs, executors and administrators, remise, release and forever quitclaim unto the City of Cheyenne, its heirs and assigns, forever, all such right, title, interest, property, possession, claim and demand, as it has or ought to have, in or to all of the following described premises, to wit:

> Lots 2, 3, and 4, Frontier Park Subdivision, City of Cheyenne, Laramie County, Wyoming, as shown on the final plat for Frontier Park, recorded on the 16th day of October, 1992, at Cabinet 6, Page 77, in the Real Estate office of the County Clerk of Laramie County, Wyoming, subject to all easements, covenants and restrictions of record.

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

TO HAVE AND TO HOLD the premises unto the City of Cheyenne, its heirs and assigns, to its own proper use and behoof forever. So that Grantor nor any other person in its name or behalf shall or will hereafter claim or demand any right or title to the premises or any part thereof, but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of _____, 2020.

LARAMIE COUNTY, WYOMING

By:_____
Chairman, Laramie County Commissioners

(SEAL)
Attest:

_____
Debra Lee, Laramie County Clerk

STATE OF WYOMING)
) ss.
COUNTY OF LARAMIE)

The foregoing instrument was acknowledged before me by _____, Chairman of the Laramie County Commissioners for Laramie County, Wyoming, this _____ day of _____, 2020.

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____