

**PURCHASE AND SALE AGREEMENT**  
**CITY SPRINGS PARCEL**

This PURCHASE AND SALE AGREEMENT (“Agreement”) is made and entered into as of the Effective Date by and between the following parties:

**Warren Livestock LLC**, a Wyoming limited liability company, hereinafter collectively described as “Seller”; and

**The City of Laramie**, a political subdivision of the State of Wyoming, hereinafter described as the “Purchaser,”

collectively referred to as the “Parties.”

**SECTION 1 – DEFINITIONS**

1.00 Definitions. As used herein, the following terms have the meanings given to them below:

- 1.01.a Closing: The exchange of documents and funds to consummate the transaction contemplated herein.
- 1.01.b Closing Date: : The date of Closing, which will take place within 45 days following the satisfaction of the conditions set forth in Section 14 at a time and place mutually agreed to by Seller and Purchaser, subject to the terms and provisions of this Agreement.
- 1.01.c Deed: A statutory warranty deed, in the form of Exhibit “B” attached hereto and incorporated herein by reference, conveying the Land to Purchaser, subject to the Permitted Exceptions as set forth herein at Paragraph 1.01.h.
- 1.01.d Effective Date: The later of the date that (a) Purchasers execute this Agreement, or (b) Sellers execute this Agreement.
- 1.01.e Improvements: All right, title and interest of Sellers in and to any wells, buildings, structures, fixtures, utility lines and infrastructure presently situated on or under the Land.
- 1.01.f Land: Approximately 127.4 acres of land of the surface estate located in Albany County, Wyoming, being more particularly described on Exhibit “A” attached hereto and incorporated herein by reference. The area is depicted on the County GIS map attached at Exhibit “B”.

Together with any and all water rights appurtenant to the Land conveyed and any and all water rights owned by Seller to the Land conveyed.

The “Lands” include any of Sellers’ interests in and to the Minerals, along with all benefits, privileges, hereditaments, rights and appurtenances pertaining to such property.

“Lands” does not include, and is subject to all easements, reservations, covenants and restrictions presently of record in the office of the County Clerk for Albany County, Wyoming.

Sellers reserve the right to a road access through the Lands connecting Boulder Drive to 45<sup>th</sup> Street within the Indians Hills Subdivision. The exact location to be determined before closing.

- 1.01.g Minerals: Oil, gas, coal, and all other naturally-occurring fossil fuels, gold, silver, iron ore, copper and all other metallic minerals, and all industrial minerals, including, without limitation, limestone, sand stone, silica, sand, gravel, and shale.
- 1.01.h Permitted Exceptions: The defects, liens, encumbrances and other matters affecting title to the Property to which Purchaser does not object or is deemed to have accepted in accordance with this Agreement.
- 1.01.i Personal Property: All right, title and interest of Sellers in and to the furniture, fixtures, fittings, apparatus, equipment, machinery and other items of tangible and intangible personal property, if any, affixed to the Land or Improvements.
- 1.01.j Property: The Land, Improvements, and Personal Property.
- 1.01.k Purchase Price: The purchase price set forth in Paragraph 3.01 to be paid by Purchaser to Sellers for the Property at the time of Closing.
- 1.01.l Purchaser: The party described as Purchaser in the initial paragraph of this Agreement, and any and all successors and assigns of such party as allowed by the Conditions, Reservations, and Restrictive Covenants as set forth in this Agreement.
- 1.01.m Seller or Sellers: The parties collectively described as Seller or Sellers in the initial paragraph of this Agreement, and any and all successors and assigns of such parties.

- 1.01.n Surviving Obligations: Liabilities and obligations which, by their express terms, survive the Closing or the termination of this Agreement.
- 1.01.o Title Commitment: A current Commitment for Title Insurance pertaining to the Property for the issuance to Purchaser of the Title Policy from the Title Company.
- 1.01.p Title Company: First American Title, Inc., 1271 N. 15<sup>th</sup> St., Laramie, WY 82072, Attn: Tammy Powell; phone: (307) 742-7737; fax: (307) 742-7420; e-mail: tammy@firstam.com.
- 1.01.q Title Policy: An Owner's Policy of Title Insurance in the standard form promulgated for use in the State of Wyoming by the Title Company in the full amount of the Purchase Price, dated as of the Closing Date, insuring Purchaser's fee simple title to the Land to be good and indefeasible, subject to the (1) Permitted Exceptions, (2) Conditions, Reservations, and Restrictive Covenants as set forth herein at Section 14, and (3) the standard printed exceptions contained in a standard form Owner Policy of Title Insurance.

All terms used herein, whether or not defined in this Section 1, and whether used in singular or plural form, refer to the object of such term whether such is singular or plural in nature, as the context may suggest or require.

## SECTION 2 – PURCHASE AND SALE

2.01 Subject to the terms, provisions and conditions hereinafter set forth, Sellers agree to sell and convey to Purchaser, and Purchaser agrees to purchase from Sellers, the Property for the Purchase Price and other consideration stated herein.

## SECTION 3 – PURCHASE PRICE

3.01 The purchase price for the Purchaser is as follows:

- (a) The completion of a paved road to City of Laramie standards connecting Boulder Drive east of Grand Avenue to 45<sup>th</sup> Street within the Indian Hills Subdivision;
- (b) Following the County of Albany's purchase of the "Property" as described in the Purchase and Sale Agreement between Pilot Peak LLC, a Wyoming limited liability company, Lodgepole Ranch LLC, a Wyoming limited liability company, and JHD Ranch LLC, a Wyoming limited liability company, hereinafter collectively described as "Sellers" and the County of Albany, a political subdivision of the State of Wyoming, hereinafter described as the "Purchaser" effective

June \_\_\_, 2017, the completion of a public parking area within or adjacent to the “Property” as described in that Purchase and Sale Agreement which will provide public access to that Property by Laramie Residents, thereby reducing the need for the public to trespass by or through the Lands of Seller or its affiliates in order to gain access to the “Property.”

#### SECTION 4 – INDEPENDENT CONSIDERATION

4.01 Independent Consideration. Sellers’ and Purchaser hereby acknowledge payment of \$100 as independent consideration for this Agreement which is separate from and in addition to the Purchase Price (the “Independent Consideration”). The Independent Consideration is not refundable.

#### SECTION 5 –TITLE MATTERS

5.01 Title Commitment. Within 30 days after the Effective Date, Purchaser will obtain from the Title Company the Title Commitment, together with copies of all documents constituting exceptions to Sellers’ title as reflected in the Title Commitment.

5.02 Review Period. Purchaser will have a period of 30 days after the delivery of the Title Commitment in which to review and deliver to Sellers in writing such objections as Purchaser may have to anything contained or set forth in the Title Commitment. If Purchaser timely objects to any matter contained in the Title Commitment, Sellers will have 15 days after receipt of Purchaser’s objections within which Sellers may (but will not be obligated to) attempt to cure such objections. If Sellers notify Purchaser at any time that Sellers are unable or unwilling to cure any such objections, then within 15 business days from Sellers’ notice, Purchaser must elect to either (i) terminate this Agreement, or (ii) waive such objections and proceed toward Closing. If Purchaser does not elect either clause (i) or (ii) within such 10 business day period, then Purchaser will be deemed to have elected clause (i). In all cases, however, Purchaser’s right to terminate this Agreement pursuant to this Paragraph 5.02 will lapse and terminate upon the expiration of the Inspection Period, at which time Purchaser’s approval of the Title Commitment will become absolute and all items referenced therein will be considered Permitted Exceptions. Each item to which Purchaser does not object within the 30-day period described above, or to which Purchaser objects, but Purchaser waives, or is deemed to have waived by not terminating this Agreement, will be considered a Permitted Exception.

5.03 Title Policy. At Closing, Title Company must issue to Purchaser the Title Policy. Sellers will pay the standard premium for the Title Policy at Closing as a charge against Sellers, to be reflected as such on the closing statement. Purchaser will be responsible for the cost of any extended coverage, endorsements, or other modifications to the standard Title Policy.

## SECTION 6 – INSPECTION AND CONTINGENCY OF FUNDS

6.01 Inspection Period. The inspection period shall exist for three months following the Effective Date.

6.02 Scope of Inspection. Sellers agree that representatives of Purchaser may enter upon the Property to conduct such inspections as Purchaser may desire, at Purchaser's sole cost and expense, during the Inspection Period. Purchaser must not undertake any invasive testing procedures with respect to any portion of the Property without Sellers' prior written permission. Third party professional inspectors must obtain consent for inspection times from Sellers' representatives. Purchasers agree to limit the number of inspections for Public Officials to a reasonable number of days not to exceed a total of three without consent of Sellers.

6.03 Termination as a result of Inspection. If Purchaser notifies Sellers in writing on or before the expiration of the Inspection Period that Purchaser, for any reason whatsoever, does not desire to purchase the Property pursuant to this Agreement, then this Agreement will terminate, and the parties hereto will have no further obligations hereunder except for Surviving Obligations. If Purchaser does not deliver written notice of termination on or before the expiration of the Inspection Period, then Purchaser will have waived any and all claims or rights whatsoever to terminate this Agreement, pursuant to this Paragraph 6.03, and Purchaser and Sellers will proceed with the Closing.

6.04 Termination on the basis of Valuation/Appraisal. If Purchaser intends to secure an appraisal of the Property, it shall do so at its own expense. If Purchaser is dissatisfied with the appraised valuation and desires to terminate this Agreement on that basis, it shall do so before the expiration of the Inspection Period.

## SECTION 7 – DISCLAIMER OF WARRANTIES

7.01 General. Purchaser is acquiring the property on an “**as is, where is**” and “**with all faults**” basis, without representations, warranties or covenants, express or implied, of any kind or nature, except as expressly set forth in this Agreement and Deed.

7.02 Survival; No Merger with Deed. The terms and provisions of this Section 7 will expressly survive the closing and will not merge into the Deed.

## SECTION 8 – COMMISSION

8.01 Commission. Sellers and Purchaser each agree that no broker or finder has been involved in the negotiation of the transaction contemplated by this Agreement, the negotiation or execution of this Agreement, or the purchase and sale of the Property as contemplated by this Agreement.

8.02 Indemnity. Each party hereto represents to the other that (i) there are no real estate commissions, finders' fees or brokers' fees that have been or will be incurred in connection with this Agreement or the sale of the Property, and (ii) such party has not authorized

any broker or finder to act on such party's behalf in connection with the sale and purchase hereunder. Each party hereto agrees to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party with any broker or finder in connection with this Agreement or the transaction contemplated hereby. This obligation will survive the closing or any earlier termination of this agreement.

## SECTION 9 – RISK OF LOSS – TAKING

9.01 Partial Takings. If there is a taking by condemnation or similar proceedings or actions of only a portion of the Property which is not material to the use of the remainder of the Property (as mutually determined by Sellers and Purchaser in their reasonable business judgment), this Agreement will remain in full force and effect. Sellers shall pay or assign to Purchaser at Closing, Sellers' interest in and to any condemnation awards or proceeds from any such proceedings or actions in lieu thereof to the extent such awards or proceeds relate to the Property less their expenses of negotiating the takings, which expenses shall provide fair compensation for time spent by Sellers' members as well as outside professionals.

9.02 Entire Takings. If there is a taking by condemnation or similar proceedings or actions of all of the Property or a portion of the Property which is material to the use of the remainder of the Property (as mutually determined by Sellers and Purchaser in their reasonable discretion), Purchaser will have the option to terminate this Agreement upon written notice to Sellers within 10 days of such condemnation, but in no event later than the Closing Date, and neither Purchaser nor Sellers will have any further rights or obligations hereunder except for Surviving Obligations. If Purchaser does not exercise its option to terminate this Agreement, then this Agreement will remain in full force and effect and Sellers must pay or assign to Purchaser at Closing all of Sellers' interest in and to any and all condemnation awards or proceeds from such proceedings or actions in lieu thereof or to the extent such awards or proceeds relate to the Property.

## SECTION 10 – REPRESENTATIONS

10.01 Sellers Representations. Sellers make the following representations, as of the Effective Date and as of the Closing Date:

- 10.01.a Authority. Sellers are Wyoming limited liability companies validly existing under the laws of the State of Wyoming and have all requisite power and authority to enter into and perform this Agreement. The person executing this Agreement on behalf of Sellers has all requisite authority to do so.
- 10.01.b Foreign Investor Disclaimer. Sellers are not a "foreign person," as such term is defined in Section 1445 of the Code, and the sale of the Property is not subject to the federal income tax withholding requirements of such

section of the Code. Sellers shall execute and deliver to Purchaser at Closing a certificate (“FIRPTA Certificate”) certifying to same.

- 10.01.b Title. Sellers have good and indefeasible title to the Land and Improvements, subject only to the Permitted Exceptions.
- 10.01.c Condemnation. There is no pending or threatened condemnation or similar proceeding affecting the Property.
- 10.01.d Litigation. There is no pending or threatened litigation or administrative proceeding affecting the Property or affecting Sellers that could have an adverse relative to the Property.
- 10.01.e Leases. All leases, tenancies or other similar rights of occupancy or use for any portion of the Property will be terminated at Closing.
- 10.01.f No Transfer. Sellers are not parties to any contract, agreement, or commitment to sell, convey, assign, transfer or otherwise dispose of any portion of the Property.
- 10.01.g Notices. Sellers have not received written notice of any presently existing (i) violation of any ordinance, regulation, law, or statute of any governmental agency pertaining to the Property, (ii) proceeding that could result in a change, redefinition or modification of the zoning classification of the Property, or (iii) violation of any environmental laws or the presence of any substance or condition in violation of environmental laws.

10.02 Purchaser Representations. Purchaser represents and warrants, as of the Effective Date and as of the Closing Date, that Purchaser is duly organized and validly existing under the laws of the state of Wyoming and has all requisite power and authority to enter into and perform this Agreement and the documents contemplated hereby and that the person executing this Agreement on behalf of Purchaser has all requisite authority to do so.

10.03 Survival. The representations provided in this Section 10 will survive the Closing, it being hereby acknowledged that such representations will not merge with the Deed to be delivered at Closing.

## SECTION 11 – COVENANTS

11.01 Sellers’ Covenants. Sellers hereby covenant and agree with Purchaser as follows:

- 11.01.a Further Encumbrances. Except for the conveyance described below to the University of Wyoming, Sellers will not grant or purport to create to any third party any interest in the Property or any part thereof or further encumber the Property without the prior written approval of Purchaser.

- 11.01.b Other Agreements. Sellers will not enter into any material maintenance, management or other service contracts relating to the Property without the prior written approval of Purchaser.
- 11.01.c Violations of Law. Sellers will promptly notify Purchaser in writing of any violation of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting the Property, or any part thereof, of which Sellers receive written notice.
- 11.01.d Due Diligence Items. At all times during the Inspection Period, Sellers will make available to Purchaser the following items (to the extent the same are in Sellers' possession or control): to the extent not provided for by the Title Company, tax expense statements associated with the ownership of the Property during the preceding 12 months. Sellers warrant that, to the best of its knowledge, such materials will be true, complete, and correct in all material respects. During the Inspection Period, Sellers also must make available to Purchaser any third-party reports prepared on behalf of Sellers that relate to the Property. SELLERS MAKE NO REPRESENTATION OR WARRANTY REGARDING THE ACCURACY OR COMPLETENESS OF SUCH REPORTS AND SELLER WILL HAVE NO OBLIGATION TO UPDATE ANY SUCH REPORTS. If Purchaser does not purchase the Property pursuant to this Agreement, Purchaser must return all items described in this Section 11.01(d) immediately to Sellers. The provisions of this Section 11.01(d) will survive any termination of this Agreement.
- 11.01.e Liens. Sellers will not cause or permit any construction upon the Property which, if not paid, would give rise to a mechanic's or materialmen's lien being filed against the Property, or any portion thereof.
- 11.01.f Litigation. Sellers will advise Purchaser promptly of any litigation, arbitration or administrative hearing concerning or affecting the Property of which Sellers have knowledge or notice.

11.02 Purchaser's Covenants. Purchaser hereby covenants and agrees with Sellers that prior to the Closing, Purchaser will not permit any lien or other encumbrance to be placed or filed against the Property as a result of Purchaser's actions or activities on or about the Property prior to the Closing.



## SECTION 12 – CLOSING

12.01 Time and Place. The Closing will occur no later than 360 days following the Effective Date in Laramie, Wyoming, at a time to be mutually agreed upon at the offices of the Escrow Agent or at such other place mutually agreed upon by Sellers and Purchaser. The Closing Date will not be extended or postponed beyond 360 days from the Effective Date for any reason unless otherwise expressly agreed to by Sellers.

12.02 Sellers Delivery. At the Closing, Sellers shall deliver or cause to be delivered to Escrow Agent, at Sellers' sole cost and expense, each of the following:

- 12.02.a The Deed, duly executed and acknowledged by each respective Seller with respect to its owned parcel within the Lands.
- 12.02.b The Foreign Investment in Real Property Tax Act (FIRPTA) Certificate, duly executed and acknowledged by Sellers.
- 12.02.f Such evidence or documents as may reasonably be required by Purchaser or the Title Company evidencing the status and capacity of Sellers and the authority of the person or persons who are executing the various documents on behalf of Sellers in connection with the sale of the Property.
- 12.02.d All additional documents and instruments as in the mutual and reasonable opinion of Sellers' and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

12.03 Purchaser Delivery. At the Closing, Purchaser shall deliver to Escrow Agent, at Purchaser's sole cost and expense, the following:

- 12.03.a The Purchase Price in the amount and manner required by Section 3.
- 12.03.b Such evidence or documents as may reasonably be required by Sellers or the Title Company evidencing the status and capacity of Purchaser and the authority of the person or persons who are executing the various documents on behalf of Purchaser in connection with the acquisition of the Property.
- 12.03.c All additional documents and instruments as in the mutual and reasonable opinion of Sellers' and Purchaser's counsel are reasonably necessary to the proper consummation of this transaction.

12.04 Adjustments and Prorations. Sellers and Purchaser agree to prorate all non-delinquent real estate and personal property taxes and assessments on the Property as of the Proration Date based upon the most recent available tax bill for the Property, in accordance with the provisions set forth in this Paragraph 12.04, and there will be no adjustment for the actual tax bill for the Property upon its issuance by the applicable taxing authorities. The date used for prorations and adjustments hereunder (the “Proration Date”) is end of the day on the Closing Date, and accordingly Sellers will be deemed to own the Property (and will be entitled to any revenues and responsible for any expenses) for the entire day upon which the Closing occurs. Any apportionments or prorations not expressly described herein will be handled in accordance with the customary practice in the County and State. Sellers and Purchaser agree to prepare the closing statement reflecting the adjustments and prorations (the “Closing Statement”) prior to the Proration Date and deliver an executed counterpart of the Closing Statement to Escrow Agent on or before the Closing Date. Sellers will pay any net adjustment in favor of Purchaser in the form of a credit to the Purchase Price. Purchaser will pay any net adjustment in favor of Sellers in Cash Funds at Closing:

12.05 Possession. Sellers will deliver possession of the Property to Purchaser at the time of Closing, subject only to such rights of others as have been expressly disclosed herein or in the documents delivered at the Closing.

12.06 Reporting Person. Sellers and Purchaser hereby designate Escrow Agent as the “Reporting Person” as such term is utilized in Section 6045 of the Code. Purchaser agrees to provide Escrow Agent with such information as may be required for the Escrow Agent to file a Form 1099 or other required form relative to the Closing with the Internal Revenue Service. Escrow Agent must provide a copy of the filed Form 1099 or other filed form to Sellers and Purchaser simultaneously with its being provided to the Internal Revenue Service.

12.07 Costs and Expenses. Purchaser is responsible for the cost of recording the Deeds. Except as otherwise expressly provided in this Agreement, Sellers and Purchaser agree to bear all costs and expenses of Closing the transaction contemplated by this Agreement equally.

12.08 Draft and Final Closing Statements. The Title Company shall, prior to the Closing, deliver to each of Sellers and Purchaser the purchaser’s settlement statement, the seller’s statement, and the combined settlement statement (and all drafts and versions thereof). Upon completion of the Closing, the Title Company shall deliver to each of Sellers and Purchaser the final, executed closing statements described above.

### SECTION 13 – DEFAULT AND REMEDIES

13.01 Sellers Default. If Sellers default under this Agreement, then Purchaser may either (i) enforce specific performance hereunder, or (ii) terminate this Agreement. The remedies set forth in this Paragraph 13.01 are Purchaser’s sole and exclusive remedies. However, nothing contained in this Paragraph 13.01 limits Sellers’ liability for a default in the performance of any representations, covenants, indemnities or obligations that survive the Closing or the termination of this Agreement, and Purchaser will have the right to pursue any remedies available at law or in equity against Sellers for a breach of such obligations. In no

event will Sellers ever be liable to Purchaser hereunder for any punitive, special, incidental, speculative, or consequential damages or lost revenue, income or profits.

13.02 Purchaser Default. If the sale is not consummated on the part of Purchaser, then, Sellers may terminate this Agreement by written notice to Purchaser. The remedy set forth in this Paragraph 13.02 is Sellers' sole and exclusive remedy for the sale not being consummated due to a default by Purchaser. However, nothing contained in this Paragraph 13.02 limits Purchaser's liability for a default in the performance of any representations, covenants, indemnities or obligations that survive the Closing or the termination of this Agreement, and Sellers will have the right to pursue any remedies available at law or in equity against Purchaser for a breach of such obligations. In no event will Purchaser ever be liable to Sellers hereunder for any punitive, special, incidental, speculative, or consequential damages or lost revenue, income or profits

#### SECTION 14 – CONDITION PRECEDENT

14.01 Condition Precedent. Seller's obligation to sell and transfer the Property to Purchaser pursuant to this Purchase Agreement is conditioned upon the completed performance of the County of Albany of the following contract:

The Purchase and Sale Agreement between Pilot Peak LLC, a Wyoming limited liability company, Lodgepole Ranch LLC, a Wyoming limited liability company, JHD Ranch LLC, a Wyoming limited liability company, and DDS Holdings, LLC, a Wyoming limited liability company, hereinafter collectively described as "Sellers" and the County of Albany, a political subdivision of the State of Wyoming, hereinafter described as the "Purchaser" effective June \_\_\_\_, 2017.

#### SECTION 15 – MISCELLANEOUS

15.01 Notices. Any notice under this Agreement must be in writing and must be sent to the appropriate notice address by (a) personal delivery, (b) a recognized overnight courier, (c) United States mail, postage prepaid, certified mail, return receipt requested, or (d) facsimile with either electronic or telephonic verification of receipt, so long as the original of the facsimile notice is deposited in the United States mail within 3 days after the fax notice is sent. Notice by personal delivery or overnight courier will be effective upon receipt, notice by mail will be effective upon deposit in the United States mail in the manner above described and notice by facsimile will be effective upon electronic or telephonic verification of receipt. Any party may change its notice address by delivering appropriate written notice to the other party. The change in notice address will be effective 10 days after the date of the notice.

The proper address and facsimile number for Seller are as follows:

Warren Livestock, LLC  
c/o Doug Samuelson, Manager  
1961 Torrington Rd  
Cheyenne, WY 82009

Philip Nicholas  
Nicholas & Tangeman, LLC  
170 N. 5<sup>th</sup> Street  
PO Box 928  
Laramie, WY 82070-0928  
Fax No. 307-742-7160

The proper address and facsimile number for Purchaser are as follows:

Janine Jordan, City Manager  
City of Laramie  
406 Ivinson Ave  
Laramie, Wyoming, 82070

Robert Southard, City Attorney  
City of Laramie  
406 Ivinson Ave  
Laramie, Wyoming, 82070

15.02 Successors and Assignment. This Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, legal representatives, and successors and assigns. In the event of any assignment, the assignee must assume the obligations of the assignor hereunder pursuant to an agreement in form and substance acceptable to the other party hereto, and in no case will the assignor named in the initial paragraph of this Agreement be released from the performance of the obligations of “Purchaser” or “Sellers”, as applicable, hereunder.

15.03 No Recordation. Neither party will record this Agreement or any memorandum or affidavit of this Agreement.

15.04 Governing Law. This Agreement is governed by the laws of the State of Wyoming and is performable in, and the exclusive venue for any action brought with respect hereto, will be in the County of Albany, and the State of Wyoming.

15.05 Amendment. To be effective, any amendment or modification of this Agreement must be in writing and must be signed by an authorized signatory of Sellers and Purchaser.

15.06 No Oral or Implied Waiver. The parties may waive any of the rights or conditions contained herein or any of the obligations of the other party hereunder, but unless this Agreement expressly provides that a condition, right, or obligation is deemed waived, any such waiver will

be effective only if in writing and signed by the party waiving such condition, right, or obligation. The failure of either party to insist at any time upon the strict performance of any covenant or agreement in this Agreement or to exercise any right, power, or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

15.07 Time of Essence. Time is of the essence in the performance of the covenants contained in this Agreement.

15.08 Legal Fees. If it becomes necessary for either party hereto to file a suit to enforce this Agreement or any provisions contained herein, the party prevailing in such action is entitled to recover, in addition to all other remedies or damages, reasonable legal fees and court costs incurred by the prevailing party in such suit.

15.09 Headings. The descriptive headings of the various Sections contained in this Agreement are inserted for convenience only and do not control or affect the meaning or construction of any of the provisions hereof.

15.10 Total Agreement. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

15.11 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

15.12 Counterpart Execution. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It is not necessary that the signature of all persons required to bind any party appear on each counterpart. All counterparts collectively constitute a single instrument.

15.13 Weekends and Holidays. If the date upon which any duties or obligations hereunder to be performed occurs upon a weekend or legal holiday, then, in such event, the due date for performance of any duty or obligation automatically will be extended to the next succeeding business day. However, any future dates that are dependent upon the date that falls on the weekend or legal holiday will be figured from the original date (rather than the date to which the original date was extended). By way of example, if the Inspection Period expires on a Saturday and the Closing Date is scheduled for the date that is 5 days thereafter, then the Inspection Period deadline will be extended to the first business day after Saturday but the Closing Date will occur on the date that is 5 days after Saturday.

15.14 Rule of Construction. Sellers and Purchaser acknowledge that each party and its counsel have taken the opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will

not be employed in the interpretation of this Agreement or any amendments or exhibits to this Agreement.

15.15 Offer. This Agreement, when first signed by either party, represents an irrevocable offer to sell or purchase the Property, as the case may be, that may not be rescinded or revoked but will expire automatically (without any further notice from or action by such party) on the 30<sup>th</sup> day after execution by the offering party unless it is signed by both parties and received by the offeror within such period.

EXECUTED on June \_\_\_\_\_, 2017, by Purchaser.

PURCHASER:

City of Laramie, Wyoming:

By: \_\_\_\_\_

Andi Summerville, Mayor

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Angie Johnson, City Clerk

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Robert Southard, City Attorney

Dated: \_\_\_\_\_

EXECUTED on June \_\_\_\_\_, 2017, by Seller.

SELLER:

Warren Livestock LLC, a Wyoming limited liability company

\_\_\_\_\_  
Doug Samuelson, Managing Member

Dated: \_\_\_\_\_

ATTACHMENTS:

Exhibit A-Land Description

Exhibit B-Form of General Warranty Deed

Exhibit C-County GIS Map depicting Lands—courtesy only

**EXHIBIT A**  
**LAND DESCRIPTION**

All property owned by Seller within Section 35, Township 16 North, Range 73 West, of the 6<sup>th</sup> P.M., consisting of approximately 127.4 acres of land.



**EXHIBIT B**  
**FORM OF WARRANTY DEED**

**WARRANTY DEED**

**[Name of appropriate Seller]**, Grantor, for and in consideration of Ten (\$10.00) Dollars and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, conveys and warrants to **City of Laramie, County of Albany, State of Wyoming**, a body corporate and political subdivision of the State of Wyoming, Grantee, the following described real estate (hereinafter "Property"), situate in Albany County, State of Wyoming, hereby releasing all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

[APPOPRIATELY OWNED PARCEL]

In Township \_\_\_ North, Range 7\_\_ West of the 6th P.M., Albany County, Wyoming:  
Section \_\_:

together with improvements thereon and appurtenances thereunto, but subject to easements, reservations, restrictions, restrictive covenants, and rights-of-way of record.

Subject to the following non-exclusive easement for road access through the above Parcel connecting Boulder Drive to 45th Street within the Indians Hills Subdivision.

[The exact location to be determined before closing.]

The foregoing easement is for the benefit of the property owned by Grantor and its affiliates located North of the Indian Hills Subdivision. [Exact language to be determined before closing.]

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Douglas D. Samuelson

STATE OF WYOMING     )  
  )     ss:  
COUNTY OF ALBANY    )

The foregoing Warranty Deed was acknowledged before me by Douglas D. Samuelson, Manager of \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2018.

Witness my Hand and Official Seal.

\_\_\_\_\_  
Notary Public

My Commission expires:\_\_\_\_\_

# Albany County GIS

ESRI  
Special Achievement in GIS  
Award Winner



2011  
2001

Source:  
Albany Roads17

## ROADTYPE

- city
- county
- private
- state
- other values

## name1

- DSS HOLDINGS, LLC, A WY, LLC
- DSS HOLDINGS, LLC, A WY, LLC
- JRD RANCH, LLC
- LODGEPOLE RANCH, LLC
- PILOT PEAK, LLC
- LAURENCE CHURCH, 02
- Laurence Church, 02
- County Boundary, 2016
- Township



Disclaimer:  
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