The City of Cheyenne will receive sealed bids for the “SURPLUS SALE OF A CITY-OWNED PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF MORRIE AVENUE AND EAST LINCOLNWAY, TOGETHER WITH IMPROVEMENTS THEREON”. The Property will be sold “AS-IS” to the highest responsive bidder unless the City rejects all bids.

Questions, Substitutions, Line Item Modifications, or Clarifications, shall be directed to the City Purchasing Manager, by e-mail at tbarttelbort@cheyennecity.org. Questions will be received until 5:00 pm local time on November 12, 2020, after which no additional questions will be accepted. The City will provide a response via Addendum no-later-than Monday, November 16, 2020, at 5:00 P.M. local time.

All questions, bid exceptions, or requests for clarification shall be submitted in the following format: Page Number, Section, Line Item Number, (Exception / Question / Deviation).

A CITY-OWNED PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF MORRIE AVENUE AND EAST LINCOLNWAY, TOGETHER WITH IMPROVEMENTS THEREON

The undersigned bidder hereby offers to purchase the above-described property for the sum of:

COST PER SQUARE FOOT

___________________________________________________Dollars

($____________________________________________________).  

TOTAL FOR APPROXIMATELY .52 ACRES

___________________________________________________Dollars

($____________________________________________________).  

A bid deposit in the amount of $__________________ (10% of the amount bid) is submitted with this bid.

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Legal Advertisement:

This Surplus Sale has been advertised in accordance with W.S. § 15-1-112

Wyoming Tribune Eagle: November 5, 12, 19, 2020

Bid Deposit:

Bid Deposit shall be submitted for the following bid items: **10% OF TOTAL AMOUNT BID**

Marked Bid Specifications:

The Line Item Bid Specifications from this Bid, or updated Specifications provided in subsequent Addenda (If Any) ARE [ ] OR ARE NOT [ ] included with this Bid Submission for review by the City. The City will consider as **incomplete** any bid in which the marked Line Item Bid Specifications are not included, **and this will be a basis for bid rejection.** *(Please select One (1) Option with an ‘ X ’)*

Addendum Acknowledgement:

The Bidder acknowledges receipt of the following addenda to the Bid Documents (if none, so state). The City will consider as **incomplete** any bid in which all addenda are not acknowledged, and this will be a basis for **bid rejection.**

_________________________________________________

Addendum No. Dated

_________________________________________________

_________________________________________________

_________________________________________________

Bidder’s Name: ___________________________________ E-mail ________________________________

Bidder’s Address: _________________________________ City_____________________ St.______ Zip _________

Phone: ________________________________________ Fax: ____________________________________

Signature: _____________________________________ Title:_____________________________________

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GENERAL PROVISIONS

1. BID FORMS
   Bidders failing to use the bid form provided by the City will be disqualified. Each bidder may submit only one bid. The bidder should show the bid number, date, and time of opening on the face of the envelope to guard against premature opening of the bid. To be considered, the bid must be signed with the bidder's legal signature, and must be accompanied by the required bid deposit. E-mailed or faxed bids will not be considered.

2. BID OPENING
   All bids will be opened at the time and date specified. No bid received after that time will be considered.

3. AWARD
   Bid award will be to the highest responsible bidder in accordance with Wyoming Statute 15-1-112. The City reserves the right to reject all bids or to waive any formalities in the bidding in the interest of the City.

4. BID DEPOSIT
   Each bid shall be accompanied by a bid deposit equal to ten percent (10%) of the amount of the bid. Deposits may be in the form of a Cashier's Check, certified check, bank money order or personal or company check with sufficient funds, drawn on a local bank and made payable to the City of Cheyenne. Bid deposits of unsuccessful bidders will be returned promptly. The successful bidder shall remit the balance of his bid at the time of pickup or before, but no later than thirty (30) calendar days after acceptance by the City. If the balance is not received within the 30 calendar days, the bid deposit shall be forfeited in favor of the City, and the surplus item(s) will be re-advertised for sale.

5. FORCE MAJEURE
   The performance of the Agreement by either party shall be subject to force majeure including, but not limited to, acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including, but not limited to, the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, 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 Agreement. The Agreement 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.

REVISED 7/1/2020
Bidders shall select Y to indicate YES to meeting the Line Item Specification/Scope of Work, or N to indicate NO to meeting the Line Item Specification/Scope of Work. Bidders shall submit any Bid Exceptions or Substitution Requests in accordance with the instructions on Page 1 of this Bid. If a Bidder does not indicate Y or N on a Line Item, the City will assume that you do not meet the Line Item Specification/Scope of Work Description. If you do not clearly mark Y or N, or mark both Y & N the City will assume that you do not meet the Specification. BIDDERS ARE INSTRUCTED TO RETURN THE MARKED LINE ITEMS SPECIFICATIONS WITH THEIR BID SUBMISSION FOR REVIEW BY THE CITY.

SURPLUS SALE OF A CITY-OWNED PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF MORRIE AVENUE AND EAST LINCOLNWAY, TOGETHER WITH IMPROVEMENTS THEREON

BACKGROUND:

Y N 1. The area is approximately 0.52-acres in size and has not been surveyed. Based on Laramie County Assessor records, the land value in the area is $9.40 per square foot totaling an estimated land value of $212,912. The final purchase price will be based on an appraisal and final square footage of the surveyed lot.

a. A sample Purchase and Sale Agreement is included with this Bid for review by bidders. The successful bidder will be required to enter into a Purchase and Sale Agreement with the City of Cheyenne, as a part of this Surplus Sale.

Y N 2. The winning bidder will be responsible for closing costs including an appraisal verifying the property value. The property will not be sold below appraisal.

Y N 3. The Surplus Sale of this property shall be conducted in accordance with City of Cheyenne Resolution No. 6076, included for reference.

Y N 4. The property is available for inspection to prospective bidders from 5:00 a.m. to midnight in accordance with the hours of Holliday Park.

SUBMISSION REQUIREMENTS:

Bidders are instructed to complete and provide the following, as a part of their submission:

Y N 1. Detailed description of the proposed use and construction timeline.

Y N 2. Estimated cost and scope for replatting the Holliday Park to subdivide the property into a separate lot or lots.

Y N 3. Market analysis detailing estimated value of the property.

Y N 4. Proposed purchase price (per sq. ft. and total for approximately .52 acres).
SELLER EXPECTATIONS:

The purchase and sale agreement will be subject to the following terms:

Y N 1. All closing costs associated with the sale of the property, to include title work and appraisal, shall be the responsibility of the purchaser.

Y N 2. Costs associated with subdividing the land from the Holiday Park parcel will be the responsibility of the purchaser. This shall include all engineering, mapping, surveying, and application fees.

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Planning and Development Department  
2101 O'Neil Avenue, Suite 202, Cheyenne WY 82001  
(Phone) 307-637-6282 (Fax) 307-637-6366  

MEMO  

TO: Mayor Marian J. Orr and members of the City Council  
FROM: Charles W. Bloom, AICP  
SUBJECT: Declaration of Surplus Property  
DATE: July 13, 2020  

The attached Resolution declares a portion of Holliday Park as surplus property to allow it to go to public sale in accordance with Wyc. Stat. § 15-1-112(A). If the resolution passes it will authorize the City to advertise the surplus property and for interested parties to respond.  

The subject property is located on the northeast corner of Morrie Avenue and Lincolnway within Holliday Park. The property is presently developed with a parking lot and is physically separated by a stone wall on the north and east. The parking lot is typically not utilized for park users and needs substantial upgrades including subgrade reconstruction, repaving, and ADA improvements.  

The area proposed for surplus designation is approximately 0.52-acres in size and has not been surveyed. Based on Laramie County Assessor records, the land value in the area is $9.40 per square foot. Staff estimates the value of this land to be approximately $212,912. Staff will require that the winning bidder survey the property to clearly delineate the land to be sold. The final purchase price will be based on an appraisal and final square footage of they surveyed lot.  

The Governing Body will have the ability to review all bids and can elect to accept one or reject all. Upon acceptance of the bid, staff will commence drafting of a Purchase Agreement that will require review and approval by the Governing Body. The Purchase Agreement will detail the purchaser's responsibility to subdivide the land from the park, provide an appraisal justifying the price, appraised value of the land, and solidify the development proposal.
RESOLUTION NO. 6076

ENTITLED: “A RESOLUTION DECLARING AS SURPLUS A CITY-OWNED PROPERTY GENERALLY LOCATED AT THE NORTHEAST CORNER OF MORRIE AVENUE AND EAST LINCOLNWAY, TOGETHER WITH IMPROVEMENTS THEREON, AND AUTHORIZING THE CITY TO PROCEED WITH THE PROCESS TO DISPOSE OF THE PROPERTY PURSUANT TO WYO. STAT. § 15-1-112(A).”

WHEREAS, the City of Cheyenne (“City”) is the owner of a 24,000 sq. ft., more or less, property (“Property”) generally located at the northeast corner of Morrie Avenue and East Lincolnway as generally shown in Exhibit A which is attached hereto and incorporated herein; and

WHEREAS, the Property is a portion of property within Holliday Park and is partly developed with a parking lot, is isolated from the developed park by a stone retaining wall, is in need of repair and upgrades, and is not necessary for park functionality; and

WHEREAS, in accordance with Wyo. Stat. § 15-1-112(A), the City is required to provide public notice of a proposed sale of the Property, shall request sealed bids proposing a purchase price and proposed use of the property, and has the right to reject all bids if desired; and

WHEREAS, within sixty (60) days of bid award, the winning bidder and the City shall execute a Purchase Agreement which shall require approval by the Governing Body; and

WHEREAS, the Purchase Agreement shall detail subdivision responsibilities to subdivide the land from the park, appraised value of the land, and proposed use of the property and all costs for subdivision and appraisals shall be borne by the winning bidder; and

WHEREAS, it is acknowledged that the exact legal description of the property has not yet been prepared, and if declared surplus, will be surveyed prior to purchase pursuant to the terms of the Purchase Agreement, will not exceed 28,000 sq. ft. in size and will generally be the area shown in Exhibit A; and

WHEREAS, the City, having determined that the Property is not necessary for retention or expansion of City-related interests, desires to declare the aforementioned Property as surplus, and desires to initiate the process for sale of Property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHEYENNE, WYOMING, that the aforementioned Property generally located at the northeast corner of Morrie Avenue and East Lincolnway, Cheyenne, Wyoming, as generally shown in Exhibit A, together with improvements thereon, is hereby declared as surplus, and the City is authorized to proceed with the bidding process to dispose of the Property pursuant to Wyo. Stat. § 15-1-112(a).
BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHEYENNE, WYOMING, that upon completion of the bidding process, the City shall present for consideration by the Governing Body any and all qualified bids received for formal action. The City reserves the right to reject any or all bids.


(SEAL)

MARIAN J. ORR, MAYOR

ATTEST:

KRISTINA F. JONES, CITY CLERK
EXHIBIT A

Approximate 0.51-acre property located at the northeast corner of East Lincolnway and Morrie Avenue.
PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF CHEYENNE AND ____________

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this _____ day of ______________, 20___, by and between the City of Cheyenne, Wyoming, a municipality organized under the laws of the State of Wyoming, 2101 O’Neil Avenue, Cheyenne, Wyoming 82001 ("City" or "Seller"), and ______________ ______________ ("Buyer"), and sometimes individually referred to herein as “Party” and collectively as “Parties.”

1. Purpose of Agreement. Seller is the owner of the real property described as ("Real Property"), which is more particularly described in the attached Exhibit A, incorporated herein and made a part hereof. Seller wishes to convey to the Buyer, and the Buyer wishes to purchase, the Real Property.

2. Purchase Price. Seller agrees to sell to the Buyer and the Buyer agrees to purchase from Seller the Real Property for the appraised amount of ______________ Dollars ($__________).

   a. All improvements, structures, and fixtures situated on the Real Property will be conveyed in an “as is” condition without any representations or warranties relating to their physical condition and without ascribing any value to them.

   b. All currently on the property will remain. on the real property, including ____________, will be removed from the property on or before fifteen (15) days after closing.

   c. The Purchase Price shall be paid to Seller or, with written authorization, to Seller’s designee, in full at the time of closing, subject to pro-rations and adjustments; provided, however, that the Buyer’s duty to pay the Purchase Price at closing is subject to the requirement that the Seller completes an IRS form W-9 and otherwise cooperates with the Buyer in reporting the Purchase Price and the other terms and conditions of this Agreement to the Internal Revenue Service as required by law.

   d. Prior to the date of closing, Seller shall secure the release and discharge of all mortgages, liens, assessments, leases, rental agreements, advertising sign leases, if any, and other claims which encumber the Real Property. The Buyer shall have the right to cancel this Agreement in the event Seller is unable or otherwise fails, neglects, or refuses to convey good and marketable title to the Buyer in accordance with the terms and conditions of this Agreement.
3. **Payment of Taxes.** Prior to closing, the Seller shall pay, when due and payable, all property taxes and assessments asserted against the Real Property for the current year and for all prior years. All such taxes for the current year shall be apportioned between the Parties on a pro rata basis as of the date of closing.

4. **Title.**

   a. Prior to closing, the Buyer shall have the right to obtain a Title Commitment for the Real Property (the “Title Commitment”) at the Buyer’s sole cost and expense. In the event the Title Commitment shows that the Seller is not vested with good, marketable and insurable fee simple title to the Real Property, or that the Real Property is subject to liens, encumbrances, taxes or assessments which will not be discharged prior to closing, the Buyer shall have the right, in its sole and absolute discretion, to declare this Agreement null and void.

   b. Within ten (10) days following the receipt of the Title Commitment from the Buyer, Seller shall deliver to the Buyer the following:

      i. True, complete, and legible copies of all documents referred to in the Title Commitment to the extent that any such document has not been filed for record in the office of the Laramie County Clerk and ex-officio register of deeds;

      ii. True, complete, and legible copies of all documents that are known to Seller, that are not referred to in the Title Commitment and that may affect the marketability of title to the Real Property;

      iii. True and complete copies or originals of any lease or occupancy agreements for any portion of the Property.

      iv. All mortgages, notes, and loan documents for any mortgage which encumbers the Real Property on the date hereof, which mortgages, notes, and loan documents shall be discharge by the Seller prior to closing; and

      v. Copies of any and all materials relating to pending or present litigation involving the Real Property.

   c. The Buyer shall have twenty (20) business days from the date of receipt of the Title Commitment referred to in Section 4 in which to examine the same. If the Buyer finds title to the Real Property to be other than as described in Section 4(a) hereof, the Buyer shall, no later than the expiration of said period of twenty (20) business days, notify Seller in writing specifying the defect or defects; provided, that if the Buyer fails to give Seller written notice of such defects before the expiration of said period of twenty (20) business days, the defects shown in the Title Commitment or in documents provided by Seller shall be deemed to be Permitted Exceptions and waived as title objections. The Buyer may raise as additional objections, however, any defect first shown by any title
update between the date of the Title Commitment and the closing date by giving Seller written notice of any such defect within five (5) business days after the Buyer first has notice of same. If the Buyer has given Seller timely written notice of defects that render the title other than as required by this Agreement (“Defects”), and only in the event that the Defects were the result of Seller’s action or caused by Seller’s failure to act, Seller shall use their best efforts to cause such Defects to be cured within ten (10) days following receipt of such notice. In the event the Seller fails to eliminate such Defects, the Buyer shall have the right to terminate this Agreement. In the event the Seller creates any liens or encumbrances on the Real Property which are capable of being satisfied by the payment of money at the closing, Seller shall be obligated to use the Purchase Price to cure the Defects.

d. The date for elimination of the Defects may be extended until closing. In the event Seller does not eliminate any Defect prior to or at closing, as the same may be extended under the preceding provision, the Buyer shall have the option of either: (i) closing and accepting the title “as is,” without reduction in the Purchase Price and without claim against Seller therefore, or (ii) cancelling this Agreement. In the event of a Defect that was not caused by Seller’s action or caused by Seller’s failure to act, Seller’s only responsibility shall be to assign to the Buyer Seller’s Title Insurance Policy or Seller’s rights under Seller’s Title Insurance Policy, whichever is applicable, and cooperate with the Buyer in obtaining the assistance of Seller’s title insurer to remove the Defect.

e. Seller shall not create any new exceptions to title and shall use their best efforts to prevent any other person or entity from creating new exceptions to title to the Real Property prior to closing.

5. Conditions Precedent.

a. The Buyer’s obligation to close this transaction shall be subject to fulfillment of the following conditions precedent:

i. Seller shall, at Seller’s sole cost and expense, obtain releases, at or prior to closing, for any and all liens or encumbrances affecting the Real Property caused by Seller’s action or caused by Seller’s failure to act as of the date of closing, pursuant to the terms of this Agreement.

ii. Seller shall not be in default in its obligations under this Agreement.

iii. The Escrow Agent, at the expense of the Buyer, shall be prepared to deliver a Title Insurance Policy in a form acceptable to the Buyer (“Title Policy”) insuring the Buyer’s title to the Real Property in accordance with the terms of this Agreement.
b. In the event any of the foregoing conditions precedent are not fulfilled as of closing (or earlier date where specified otherwise), then the Buyer shall have the option of either: (i) waiving the condition and closing “as is” without reduction in the Purchase Price or claim against Seller therefore, provided, that Seller assigns to the Buyer all of Seller’s right, title, and interest to the Title Insurance Policy it obtained when it acquired the Property, or (ii) cancelling this Agreement by written notice to Seller.


a. Seller hereby represents and warrants to the Buyer that the following are true statements as of the date of this Agreement and shall be true as of the date of closing, and Seller agrees to deliver a certificate confirming that the following representations and warranties are true as of the date of the closing.

i. Seller has full power and authority to sell and convey the Real Property and to execute this Agreement and such other documents described herein to be executed by Seller.

ii. Seller now has and will have at closing good, marketable, and indefeasible title in fee simple to the Real Property subject to the Permitted Exceptions and no Party, except as herein set forth, has or shall have any right in, or to acquire, the Real Property.

iii. At closing, the Real Property shall be free and clear of all encumbrances except the Permitted Exceptions as set forth in this Agreement.

iv. At closing, the Real Property shall be free from any and all actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Real Property or Seller’s ability to perform hereunder.

v. To the best of Seller’s knowledge, the Real Property and Seller are not currently in violation of or subject to: (i) any existing, pending, or threatened investigation or inquiry by any governmental authority; or (ii) any remedial obligations under any applicable laws pertaining to health or the environment (hereinafter sometimes collectively called “Applicable Environmental Laws”), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“CERCLA”), and the Resource Conservation and Recovery Act of 1976, as amended (“RCRA”). Seller shall have no obligation to remove or take any action to cure or remediate any environmentally hazardous material from the Real Property if any environmentally hazardous material is found on the Real Property.
vi. Seller does not have knowledge of any hazardous substances or solid wastes that have been disposed of or otherwise released on the Real Property. The terms “hazardous substance” and “release” shall have the meanings specified in CERCLA, and the terms “solid waste” and “disposal” or “disposed” shall have the meanings specified in RCRA; provided, to the extent that the laws of the State of Wyoming establish a meaning for “hazardous substance,” “release,” “solid waste,” or “disposal” that is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

vii. There are no parties in possession of any portion of the Real Property, whether as lessees, tenants at sufferance, trespassers, or otherwise.

b. Seller shall not intentionally cause any of the representations and warranties contained herein to become materially incorrect, nor authorize any action which would do so. If subsequent to the execution of this Agreement and on or before closing, Seller nonetheless has knowledge that any of the representations and warranties set forth herein have become incorrect in any respect (“Discrepancy”), Seller shall promptly notify the Buyer, in writing, of the occurrence of such event. The Buyer shall have a right to approve or disapprove any such Discrepancy, which approval or disapproval shall be given by written notice delivered to Seller within ten (10) days prior to the closing for the Buyer to evaluate the effect of such Discrepancy. If the Buyer waives such Discrepancy, and elects to acquire the Real Property, Seller’s representations and warranties contained herein shall be deemed to have been made as of the closing, subject to the waived Discrepancy. If the Buyer disapproves of the Discrepancy, and Seller fails to cure same, then upon written notice thereof to Seller, this Agreement shall be terminated and all rights and obligations of the Parties hereunder shall terminate.

c. Except for the representations of Seller set forth in Section 6 that shall survive for one (1) year from the closing, the express representations and warranties made in this Agreement shall merge into any instrument or conveyance delivered at closing and shall not survive closing.

7. **Risk of Loss.** The Real Property shall be conveyed to the Buyer in substantially and materially the same condition as on the date this Agreement is executed by the Buyer, ordinary wear and tear excepted, free of all tenancies or occupancies.

8. **Default Provisions.**

a. In the event of the wrongful failure or refusal of the Buyer to close this transaction after sixty (60) days written notice, Seller shall be entitled to those remedies as may be provided by law.

b. In the event of Seller’s failure to close in accordance with the terms and provisions of this Agreement for sixty (60) days after written notice, the Buyer, at its option and as the Buyer’s sole and exclusive remedy for default of Seller, shall have the
right either to terminate this Agreement or seek specific performance of the Seller’s obligations hereunder.

9. Closing Costs and Expenses. At closing, the Buyer shall pay the cost of the Title Insurance Policy to be issued to the Buyer and the cost of the survey, and all recording fees necessary to record instruments received by the Buyer at closing. Seller shall pay the recording costs with respect to documents necessary to clear title at closing and all instruments received by Seller at closing. The closing agent’s fee shall be paid equally by the Seller and Buyer. Each Party shall pay that Party’s attorney’s fees, if any.

10. Closing.

a. The closing of this transaction shall be held on _____________, 20__, after the satisfaction of all the conditions of closing (“Closing Date”). The Buyer shall select a title company located in Cheyenne, Wyoming, to prepare the closing documents.

b. At closing, Seller shall deliver:

   i. A warranty deed duly executed and acknowledged in proper form for recording conveying to the Buyer good and indefeasible fee simple title in and to the Real Property, subject only to the Permitted Exceptions;

   ii. An assignment of all rights appurtenant to the Real Property, if any, as provided above;

   iii. A title affidavit and a mechanic’s lien affidavit;

   iv. An affidavit of exclusive possession;

   v. An affidavit pursuant to Internal Revenue Code Section 1445(b)(2) with respect to Seller’s status as non-foreign persons;

   vi. A certificate, or other document as acceptable to the Buyer, confirming Seller’s authority to sell the Real Property; and

   vii. Such other documents as are usually required to insure the Buyer’s title.

c. At closing, the Buyer, at the Buyer’s expense, shall receive an Owner’s Title Insurance Policy in a form acceptable to the Buyer, issued by a Title Insurance Company in the full amount of the Purchase Price, insuring the Buyer’s indefeasible fee simple title to the Real Property, subject only to the Permitted Exceptions and the printed exceptions contained in the standard form of the Owner’s Title Insurance Policy.
11. **Brokers.** The Parties each represent and warrant to the other that no Party to this transaction shall be responsible for the payment of any compensation or commission due any real estate agent, broker, salesman, or finder unless that Party has engaged the real estate agent, broker, salesman, or finder in writing. If a claim for compensation or commission in connection with this transaction is made by any agent, broker, salesman, or finder claiming to have dealt through or on behalf of one of the Parties hereto, such Party shall indemnify, defend, and hold harmless the other Parties hereunder from and against all liabilities, damages, claims, costs, fees, and expenses whatsoever (including reasonable attorney’s fees and court costs at all trial and appellate levels) with respect to said claim for compensation or commission. Anything to the contrary notwithstanding, the provisions of this paragraph shall survive the closing and any cancellation or termination of this Agreement.

12. **Assignability.** Neither Party shall have the right to assign this Agreement without the express written consent of the other Party.

13. **Notices.** Any notices required or permitted to be given under this Agreement shall be delivered by hand or mailed by certified or registered mail, return receipt requested, or overnight delivery service in a postage prepaid envelope, and addressed as follows:

   If to the Seller/City:  
   City of Cheyenne  
   2101 O’Neill Avenue  
   Cheyenne, Wyoming 82001  
   ATTN: City Clerk

   If to the Buyer:  
   ______________________  
   ______________________  
   ______________________  
   ATTN: __________________

14. **Operation of the Real Property.** During the period between the date hereof and the Closing Date, Seller shall:

   a. Keep the Real Property in substantially the same repair and condition as of the date hereof, but excluding damages to the Real Property caused by the Buyer’s Inspection or the Buyer’s use of the Real Property;

   b. Comply with all state and municipal laws, ordinances, regulations, and orders relating to the Real Property;

   c. Comply with all the terms, conditions, and provisions of all liens, mortgages, agreements, insurance policies, and other contractual arrangements relating to the Real Property, make all payments due thereunder, and suffer no default therein;

   d. Without written approval of the Buyer, neither negotiate nor enter into any new contract or modify any existing contract affecting the use or operation of the Real Property.
Property which cannot be terminated without charge, cost, penalty, or premium on or before the Closing Date;

e. Operate, manage, and maintain the Real Property in the usual and customary manner for similar property;

f. Promptly notify the Buyer in writing if any material change occurs in the occupancy or conditions affecting the Real Property; and

g. Provide the Buyer and its representatives, employees, and agents full and complete access during normal business hours to the Real Property and adjacent areas as provided in this Agreement.

15. **Miscellaneous.**

a. This Agreement shall be construed and governed in accordance with the laws of the State of Wyoming. Except for enforcement of the terms and conditions of this Agreement as between the Parties, the City reserves all defenses and immunities under the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101, *et seq.*, and other applicable constitutional and statutory provisions of the State of Wyoming. The venue for any legal proceedings shall be the First Judicial District Court sitting in Laramie County, Wyoming.

b. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

c. Any exhibits attached to this Agreement are incorporated in and made a part of this Agreement.

d. This Agreement constitutes the entire understanding and agreement between the Parties, and there are no understandings, agreements, representations, or warranties except as specifically set forth herein.

e. This Agreement may not be changed, altered, or modified except by an instrument in writing signed by the Party against whom enforcement of such change would be sought.

f. This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

g. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by any Party of any condition, or of any breach of any covenant, agreement,
representation, or warranty contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other covenant, agreement, representation, or warranty.

h. If the final date of any period provided for herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or banking holiday, then the time of that period shall be deemed extended to the next day which is not a Sunday, Saturday, or banking holiday. All time periods expiring on a specific date or period herein shall be deemed to expire at 5:00 p.m. Mountain Standard or Mountain Daylight Time, as applicable.

i. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one agreement.

j. During the term of this Agreement, Seller shall not list the Real Property for sale, rent, or exchange or otherwise offer the Real Property for sale, rent, or exchange. Seller shall have the right to disclose this Agreement to any lending institution.

[Signatures on following page]
IN WITNESS WHEREOF, the Parties have signed this Purchase and Sale Agreement as of the dates written below.

FOR THE CITY/SELLER:

Marian J. Orr, Mayor
Date

[SEAL]
Attest:

Kristina F. Jones, City Clerk

FOR THE BUYER:

Signature
Date

Title

[Notary signatures on following page]
State of Wyoming )
    ) ss.
County of Laramie )

The foregoing instrument was acknowledged before me by Marian J. Orr, Mayor of the City of Cheyenne, Wyoming, on this ________ day of ____________________, 20____.

Witness my hand and official seal.

____________________________________________________________
Notary Public

My Commission Expires: ______________________

State of Wyoming )
    ) ss.
County of Laramie )

The foregoing instrument was acknowledged before me by______________, ________________, on this ________ day of ____________________, 20__.

Witness my hand and official seal.

____________________________________________________________
Notary Public

My Commission Expires: ______________________
EXHIBIT A

LEGAL DESCRIPTION