

## CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is entered as of the Effective Date by and between **BATH LAND COMPANY**, an unregistered partnership created under Wyoming law (the "Seller") and **CITY OF LARAMIE**, a municipal corporation (the "Purchaser"). The "Effective Date" of this Agreement shall be the last date signed by either party.

1. **PROPERTY.** Seller agrees to sell and assign and Purchaser agrees to assume and buy, on the terms and conditions set forth in this Agreement, that parcel of land containing **4,600.74± acres**, located in the **County of Albany, State of Wyoming**, as shown on Exhibit "A" (the "Land") attached hereto, including, without limitation, any and all BLM leases, buildings, improvements, and fixtures situated thereon, and any and all crops and timber growing thereon, and all surface or subsurface sand, gravel, oil, gas, or mineral rights, any and all surface and subsurface water appurtenant to or associated with the Land, and any and all well, spring, reservoir, storage, domestic, irrigation, subirrigation, livestock water or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, any and all grazing rights and permits and other surface and subsurface rights, irrigation equipment and facilities, any and all other permits, hereditaments, easements, incidents recorded rights of access, historic rights of access, any stockpiled sand, gravel or minerals, incidents and appurtenances belonging thereto, (collectively, with the "Land", referred to as the "Property").

2. **EARNEST MONEY DEPOSIT.** Within seven (7) business days of the Effective Date, Purchaser shall deliver the sum of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00)** (the "Deposit") in escrow with Sovereign State Title Company, 205 Coffeen Avenue, Sheridan, WY 82801 (the "Title Company") as escrow agent. The Deposit shall become non-refundable in the event the conditions described herein for the benefit of Purchaser are satisfied or are waived by Purchaser and/or at the expiration of the Inspection Period. If and when Closing occurs, the Deposit shall be applied to the Purchase Price of the Property.

3. PURCHASE PRICE. The purchase price for the Property, including the Deposit, shall be **SEVEN MILLION FIVE HUNDRED EIGHTY THREE THOUSAND FOUR HUNDRED DOLLARS AND 00/100 (\$7,583,400)** (the "Purchase Price"). At Closing, the Purchase Price, less the Deposit, shall be paid to Seller by Purchaser in cash, certified funds, or by wire transfer of federal or other immediately available funds.

4. CLOSING DATE. The closing of the transaction contemplated hereunder (the "Closing") shall be held in Laramie, Wyoming and conducted by a representative of the Title Company on or before **June 30, 2022** (the "Closing Date"). The Closing Date shall be deemed automatically extended, if necessary, to accommodate Seller's right to cure objections by Purchaser pursuant to section 6.

5. CONTINGENCIES, AND SATISFACTORY INSPECTION AND REVIEW. The Seller and Purchaser expressly covenant and agree that Purchaser's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser shall have a period in which to review the documents and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) Receipt by Seller of notice from Purchaser that the Property is suitable for purchase; or (ii) Midnight, Prevailing Mountain Time, **May 26, 2022**.

5.1 Documents; Evidence of Title. Not later than seven (7) days after the Effective Date, Purchaser shall request from the Title Company: (a) a title commitment to be issued to Purchaser, together with legible copies of the deed or deeds by which Seller holds title to the Property, legible copies of any instruments listed in the legal description for the Property, and legible copies of all exceptions to title, pursuant to which the Title Company shall issue to Purchaser a standard coverage owner's policy of title insurance, including "gap" and mechanic's lien coverage, insuring title to the Property, including legal access, as described in Section 7 hereof, as of the Closing Date in the amount of the Purchase Price, (b) a Certificate of Taxes Due evidencing that the current installment of all taxes owing on the Property have been paid in full; and (c) a copy of the current and previous year's Notice of Assessment, or other satisfactory evidence of the current and previous year's assessed value and assessment category for the Property. The division of the ranch

between Purchaser and the Conservation Fund will require the Purchaser to evaluate and determine the allocation of assessed value between the respective parcels. To the extent in Seller's possession or under its control, Seller shall, at Seller's expense, provide to Purchaser copies of any surveys or maps of the Land, plans relating to the building improvements, studies and reports regarding the soils on or under the Land, and any and all other inspections, environmental assessments, leases, licenses, contracts, easements, and agreements affecting or in any way related to the Land.

5.2 Inspection; Right of Entry. Purchaser, at reasonable times and upon reasonable notice, at its sole cost and expense and for its sole use, shall have the right to enter upon the Property for mapping, surveying, physical and environmental inspections, conducting appraisals, and other reasonable purposes related to the transaction contemplated hereunder. Purchaser hereby indemnifies and holds harmless Seller from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser or Purchaser's employees, agents, or any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the willful or wanton conduct of Seller.

5.3 Purchaser's Additional Contingencies. Unless waived by Purchaser in writing, Purchaser's obligation to proceed to Closing shall also be subject to the satisfaction of the contingencies described in this section 5.3 on or before the expiration of the Inspection Period, with the exception for the contingency described in section 5.3.d., which deadline shall be the Closing Date:

a. Purchaser shall have determined that it is satisfied, in Purchaser's sole discretion, with an affidavit signed by Seller, attesting to the historical delivery or non-delivery of irrigation water through the Dowlin Ditch and/or any of its laterals to any land(s) not owned by Seller;

b. Purchaser shall have received fully-executed copies of the attached "PROVISIONAL CONSENT" form signed by the Brownings (Exhibit "B" attached hereto).

c. Purchaser shall have obtained appraisals, inspections, assessments, valuations, and other due diligence of the Property satisfactory to Purchaser in its sole discretion; and

d. Purchaser shall have received confirmation from Seller that there has been no material or adverse change in the condition of the Property, and from the Title Company that there has been no change in the title commitment.

e. Purchaser shall have successfully entered into a lease arrangement with the Laramie Building Authority for a lease and lease-back of the Land simultaneously entered into at the time of the Closing of this transaction, under such terms as acceptable to the Purchaser, with all documents in escrow for both closings.

6. ELECTION AT THE END OF THE INSPECTION PERIOD. During the Inspection Period, Purchaser may make the above-described inspections, applications, reviews, studies, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property for purchase. Should, for any reason or no reason and in its sole discretion, Purchaser not be satisfied that the Property is acceptable or suitable, Purchaser shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time the Deposit shall be promptly returned to Purchaser, and then this Agreement shall be considered null and void and of no further force and effect; provided, however, if the objections of Purchaser are to title or other defects that Seller can reasonably cure within a twenty (20) calendar day period following the receipt of notice from Purchaser, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser. Purchaser shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser elects to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect and the Deposit shall become non-refundable except as otherwise provided herein. Failure of Purchaser to notify Seller of its dissatisfaction prior to the expiration of the Inspection Period shall be deemed a waiver of this condition precedent and acceptance of the Property as suitable for purchase. Upon termination of the Agreement, Purchaser agrees to return to Seller all data previously delivered to Purchaser under the terms of this Agreement.

7. TITLE. At least two (2) business days prior to Closing, Seller shall execute and deliver to the Title Company, acting as escrow agent, a good and sufficient general warranty deed in a form acceptable to Purchaser, conveying good, marketable and insurable title to the Property, free and clear of all liens, encumbrances and other exceptions, except such easements, restrictions and other exceptions as are of record and are approved by Purchaser during the Inspection Period, such deed

to be held in escrow until the Closing. Title shall include legal access, from a public way, appropriate to the Purchaser's intended uses for the Property, to be determined by Purchaser in its sole discretion.

## 8. CONDITION OF THE PROPERTY, REPRESENTATIONS.

8.1 Seller is the record owner of the Property to be conveyed hereunder. Upon the Closing Date, Purchaser will have good marketable and insurable title to the Property.

8.2 There are no actions, suits, proceedings or investigations pending or, to Seller's knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property.

8.3 To Seller's best knowledge, Seller is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.

8.4 Seller is not party to nor subject to or bound by any agreement, contract or lease of any kind relating to the Property except the Purchaser's right of first refusal, as described in the 1954 Option to Purchase Water Rights, recorded as Document #348187, Book 44 page 356 in the office of the Albany County Clerk, which Option will be released by the City.

8.5 The Property, to the best of Seller's knowledge, is not in violation of any federal, state or local law, ordinance or regulation relating to environmental conditions on, under or about the Property, including, but not limited to, soil, groundwater conditions, and surface water use. Neither Seller nor, to the best of Seller's knowledge, any third party, has generated, manufactured, refined, produced, processed or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to the Closing Date for the purpose of generating, manufacturing, refining, producing, transferring, processing, transporting or disposing Hazardous Materials. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, , organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous

substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws. There are no underground storage tanks situated in the Property nor have such tanks been previously situated thereon.

8.6 No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, or statement not misleading.

8.7 Seller is duly authorized and has taken all necessary actions to execute and perform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.

8.8 The representations and warranties in this section 8 shall not merge with the warranty deed but shall survive and be enforceable after the Closing Date for a period of twenty-four (24) months hereafter; any claim must be filed and served upon Seller before the expiration of said 24-month period or shall be barred.

9. INDEMNIFICATION. Seller agrees to indemnify and hold harmless Purchaser, Purchaser's successors by operation of law, and assigns against and in respect of, any and all damages, claims, losses, liabilities and expenses, including without limitation, reasonable legal, accounting, consulting, engineering and other expenses, which may be imposed upon or incurred by Purchaser such successors by operation of law or assigns, by any other party or parties (including, without limitation, a governmental entity), arising out of or in connection with Seller's use, ownership, and operation of the Property through the Closing Date and/or any "Hazardous Materials" situated therein as of or prior to the Closing Date, including the exposure of any person to any such "Hazardous Materials", or exposure resulting from activities of Seller or Seller's predecessors in interest. This indemnity shall survive the closing of this transaction and shall be in addition to Seller's obligation for breach of any representation or warranty.

10. TAXES. Seller shall pay all general taxes and assessments for the Property for the years prior to Closing, including, but not limited to, so-called “Rollback” or “Recapture” taxes which may become due upon transfer of the Property. Seller shall pay all general and special taxes, assessments, fees and charges of any type (including without limitation, any for water, sewer, irrigation and special districts), for the Property for the current year and all years prior to Closing. At Closing, Real Property taxes and assessments and other taxes and assessments shall be prorated as of the date of Closing based on the most recent ascertainable tax or other bill or the current assessment of the Property.

11. PRESERVATION OF PROPERTY; RISK OF LOSS. Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that Seller shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. This covenant expressly permits cattle grazing on the Property, irrigation and the removal of hay incident to its agricultural activities. In the event Seller shall use or consent to such uses, other than as expressly permitted, of the Property, Purchaser may, without liability, refuse to accept the conveyance of title, in which event the Deposit plus all accrued interest shall be refunded.

12. COSTS AND FEES. Closing fees and the Property transfer tax(es) shall be paid according to local custom. The premium for the title insurance policy described herein shall be paid by Seller. All other Closing costs shall be borne by the parties in accordance with local custom. Each party shall be responsible for its own attorneys' fees.

13. LIQUIDATED DAMAGES; DEFAULT.

13.1 In the event that: (i) all of the conditions to this Agreement for the benefit of Purchaser shall have been satisfied, or waived by Purchaser; and (ii) Seller shall have fully performed or tendered performance of its obligations under this Agreement, and (iii) Purchaser shall be unable or shall fail to perform its obligations under this Agreement, then the entire amount of the Deposit

shall be retained by Seller as liquidated damages under this Agreement, and Purchaser shall have no further liability to Seller. Purchaser and Seller hereby acknowledge and agree that Seller's damages would be difficult or impossible to determine and that the amount of the Deposit is the parties' best and most accurate estimate of the damages Seller would suffer in the event the transaction provided for in this Agreement fails to close, and is reasonable under the circumstances existing as of the date of this Agreement. Purchaser and Seller agree that Seller's right to retain the Deposit shall be the sole remedy of Seller in the event of a breach of this Agreement by Purchaser.

13.2 If Seller shall fail to consummate the transaction contemplated hereunder for any reason other than unresolvable title issues, or if such transaction shall fail to close for any reason other than default by Purchaser, Purchaser may elect, at Purchaser's sole option: (i) to terminate this Agreement and be released from its obligations hereunder, in which event the Deposit shall be returned to Purchaser; or (ii) to proceed against Seller for specific performance of this Agreement. In either event, Purchaser shall have the right to seek and recover from Seller all damages suffered by Purchaser as a result of Seller's default in the performance of its obligations hereunder.

14. NOTICES. All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, sent by email, by US Mail, or sent by Federal Express or other courier, directed as follows, or to such other address as either party may designate by giving notice to the other party as provided herein. Electronic signatures shall be effective as original signatures.

If to Seller:  
Bath Land Company  
166 Hart Road  
Laramie, WY 82070  
c/o Don Prehoda  
Prehoda Edwards & Rampulla  
dpp@laramielaw.com

Copy to: \_\_\_\_\_

If to Purchaser:  
City of Laramie  
406 Ivinson Ave.  
Laramie, WY 82070

With a copy to:

c/o City Manager  
jjordan@cityoflaramie.org

15. MISCELLANEOUS.

15.1 Broker's Commission. Seller and Purchaser each hereby represents and warrants to the other that it has not dealt with any broker, finder or salesman in the negotiation of this Agreement or otherwise with regard to this transaction. Each party shall indemnify, defend, and hold harmless the other party against any commissions or fees due or claimed to be due by virtue of the execution or Closing of this Agreement, the obligation or asserted claim for which arises from actions taken or claimed to be taken by or through the indemnifying party.

15.2 Assignment Purchaser may assign its rights and obligations under this Agreement only with prior written permission of Seller.

15.3 Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller's heirs, executors, administrators, successors and assigns.

15.4 Exhibits. The exhibits hereto constitute an integral part of this Agreement and are hereby incorporated herein.

15.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. All facsimile or electronic transmissions of this Agreement shall be deemed original signatures for all purposes.

15.6 Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect.

15.7 Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.

15.8 Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.

15.9 Merger. The obligations, covenants, representations, warranties and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by Purchaser.

15.10 Further Actions. Each party shall execute and deliver or cause to be executed and delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests and benefits intended to be conferred by this Agreement.

15.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is situated.

15.12 Labor and Material. Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's Title Company or local counsel, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person or persons furnishing the labor or materials that the costs thereof have been paid.

15.13 1099 Reporting. The Title Company is designated as the party responsible for filing a Form 1099 with the Internal Revenue Service promptly after Closing, to the extent required by the Internal Revenue Code and Treasury Regulations.

15.14 Improvements; Delivery of Property. All improvements, including, but not limited to, dwellings, outbuildings, barns, sheds, etc., shall be vacant. Seller shall remove all items of personal property it desires to retain. All personal property left on the Property shall be deemed forfeited and shall become the property of Purchaser. The improvements described above are being transferred to Purchaser "as is" without warranty by Seller as to use or condition.

15.15 1031 Tax Deferred Exchange. Purchaser acknowledges that Seller may perform a tax-deferred exchange transaction pursuant to Section 1031 of the Internal Revenue Code and Section 1.1031 of the Treasury Regulations and that Seller's rights, title and interest (but not obligations) pursuant to this Contract for Sale of Real Estate maybe assigned to an individual or entity designated as Seller's Qualified Intermediary, for the purpose of completing Seller's 1031 exchange transaction. Purchaser agrees to cooperate with the Seller in any manner necessary to enable Seller to qualify for said exchange at no additional cost or liability to Seller.

16. SATURDAYS, SUNDAYS, HOLIDAYS. If the final date of any time period of limitation set out in any provision of this agreement falls on a Saturday, Sunday or a legal holiday under the

laws of the state in which the Property is situated, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

17. COMPLIANCE WITH FEDERAL LAW. Each party hereby represents and warrants to the other that (A) neither the party making the representation, nor any persons or entities holding any legal or beneficial interest whatsoever in the party making the representation, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 entitled “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism” (September 23, 2001) or any executive order of the President issued pursuant to such statutes; or (iii) persons or entities with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224) or other governmental action; and (B) the activities of the party making the representation do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder. Each party further covenants and agrees to promptly deliver to the other any documentation that the other party may reasonably request in order to confirm the accuracy of the representations and warranties made in this paragraph.

19. CROSS CONTINGENT CONTRACT. This contract is cross-contingent with a purchase and sale agreement between the The Conservation Fund and Seller for 3,559+/- acres of adjacent property (“Bath-Fund Contract”). Neither contract will close without the other’s closing. In all events, the Deposit will be nonrefundable after the end of the Inspection Period subject to the provisions of paragraph 13.2.

20. PURCHASER’S CONTINGENCIES. Specific contingencies to Purchaser’s obligation to purchase the Property hereunder are:

20.1 The Closing on the Bath-Fund Contract shall be ready to close immediately following the Closing of this transaction, with all documents in escrow for both closings by the Closing Date.

21. PURCHASER'S RELEASE OF OPTION. In the event that: (i) all of the conditions to this Agreement for the benefit of Purchaser shall have been satisfied, or waived by Purchaser; and (ii) Seller shall have fully performed or tendered performance of its obligations under this Agreement, and (iii) Purchaser shall be unable or shall fail to perform its obligations under this Agreement, then Purchaser agrees to release all interest in its right of first refusal, as described in the 1954 Option to Purchase Water Rights, recorded as Document #348187, Book 44 page 356 in the office of the Albany County Clerk.

[SIGNATURE PAGES FOLLOW]

**SIGNATURE PAGE FOR SELLER  
BATH LAND COMPANY**

Bath Land Company

By: \_\_\_\_\_  
Jackie A. Bath

Title: Managing Partner

Date: \_\_\_\_\_

**SIGNATURE PAGE FOR PURCHASER  
CITY OF LARAMIE**

City of Laramie

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

Paul Weaver  
Mayor and President of City Council

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_

Nancy Bartholomew  
City Clerk