

## AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT is made as of the date of the last signature below, between Maverik, Inc., a Utah corporation, ("Seller") and the City of Laramie, a Wyoming municipality ("Buyer"). These parties agree as follows:

1. **SALE.** Seller shall sell and convey to Buyer, and Buyer shall purchase that certain approximately 496.63 square feet of real property ("Property") more particularly described on Exhibit A and depicted on Illustration for Exhibit A, both attached hereto and incorporated herein by this reference;

SUBJECT to taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record in the office of the County Clerk, Albany County, Wyoming as of the date of closing or enforceable at law or equity or that may be discovered upon an inspection of the Property.

There are no contingencies or conditions, other than those specifically set forth herein, which affect this Contract.

2. **PRICE.** The total purchase price for the Property shall be Two Thousand Eight Hundred Eighty Dollars and 16/100 (\$2,880.16), which amount shall be paid by Buyer to Seller at closing in cash.

3. **CLOSING DATE.** The closing of the sale and purchase shall occur on or before June 15, 2022, at the offices of First American Title Insurance Company, Attn: Alisha White, 215 South State Street, Suite 380, Salt Lake City, Utah 84111, awhite@firstam.com, date and time to be agreed by the parties.

4. **DEED.** Seller shall execute and deliver at closing a quitclaim deed (the "Deed") in favor of Buyer, conveying any and all of Seller's right(s), interest(s), and title to the Property. The Deed shall be duly executed and acknowledged and otherwise in proper form for recording, substantially in the form attached hereto as Exhibit B. The Property shall be conveyed subject to current taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity or that may be discovered upon an inspection of the Property..

5. **TITLE INSURANCE.** Buyer may, at its election and at its sole cost and expense, obtain a commitment for an owners' policy of title insurance ("Title Commitment") in the full amount of the Purchase Price, issued by a title company of Buyer's election. for the Property. Seller shall, at no cost or expense to Seller, cooperate with Buyer in obtaining the Title Commitment.

### 6. CONTINGENCIES.

#### A. **Financing Contingency.**

There is no financing contingency. Buyer agrees it has cash sufficient to make the purchase.

#### B. **Inspection Contingency.**

There is no inspection contingency.

**C. Title Contingency.**

This transaction and the obligations of Seller and Buyer are expressly contingent on the following: if Buyer, as of the date of closing, is not satisfied with the title to be passed to Buyer, including any reservations, restrictions, covenants and easements of record, then Buyer may cancel this transaction, and Seller and Buyer shall have no further obligations to each other. If Buyer elects to close this transaction, then Buyer agrees it has waived any objection to title.

**D. Appraisal Contingency.**

There is no appraisal contingency.

**E. No Other Contingencies.**

There are no contingencies other than as otherwise expressly set out in this Section 6.

7. **AS IS, WHERE IS.** Seller does not make any representation, either prior to or at Closing, with respect to the condition or character of the Property or the use or uses to which the Property may be put. **BUYER HEREBY ACKNOWLEDGES, AGREES AND REPRESENTS THAT BUYER IS PURCHASING THE PROPERTY “AS IS”, AND “WHERE IS”, AND IN ITS PRESENT CONDITION, SUBJECT TO ALL USE, WEAR AND TEAR BETWEEN THE EFFECTIVE DATE AND THE DATE OF CLOSING AND SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.** In making and executing this Agreement, Buyer has not relied upon nor been induced by any statements or representations of the Seller or of any information provided by the Seller to Buyer regarding the Property, if any. Buyer has, on the contrary, relied solely on such representations, if any, as are expressly made herein and on such investigations, examinations and inspections as Buyer has chosen to make or has made. Without in any way limiting the generality of this Section, Buyer specifically acknowledges and agrees that it hereby waives, releases and discharges any claims it has, might have had, or may have against the Seller, its members, servicer, officers and agents with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate and/or personal property taxes or assessments now or hereafter payable thereon, the compliance with any land use laws, rules, regulations or requirements, any tenant or security deposits, consequential, special and punitive damages and any other state of facts which exist with respect to the Property.

8. **WAIVER OF STATUTORY DISCLOSURE.** Buyer hereby waives all disclosures otherwise required by W.S. § 34-1-151.

9. **NOTICES.** All notices shall be in writing and shall be given by (i) personal delivery, (ii) recognized, national overnight courier service, (iii) United States certified mail, return receipt requested, postage or other delivery charge prepaid, or (iv) electronic mail, delivered to the following:

SELLER:                   Maverik, Inc.  
                                  Attn: Real Estate Department  
                                  185 South State Street, Suite 800  
                                  Salt Lake City, Utah 84111  
                                  brad.mcdougal@maverik.com

With a Copy to:       Maverik, Inc.  
                                  Attn: Legal Department  
                                  185 South State Street, Suite 1300  
                                  Salt Lake City, Utah 84111  
                                  [legal@maverik.com](mailto:legal@maverik.com)

BUYER:                   City of Laramie  
                                  Attn: William Winkler  
                                  P.O. Box C  
                                  Laramie, Wyoming 82073  
                                  [wwinkler@cityoflaramie.org](mailto:wwinkler@cityoflaramie.org)  
                                  [jjordan@cityoflaramie.org](mailto:jjordan@cityoflaramie.org)  
                                  rsouthard@cityoflaramie.org

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or electronic mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

10. **TAXES.** All ad valorem, assessments, and other real estate taxes and assessments shall be prorated to the Closing date. If the current year's taxes are not known as of the Closing Date, the proration shall be based upon the previous year's taxes. Seller shall receive a credit at Closing for Buyer's prorated portion of the current year's taxes and assessments..

11. **DATE OF POSSESSION.** Seller shall deliver possession of the property to Buyer at Closing.

12. **TERMS SURVIVE CLOSING.** The terms and obligations of this Agreement shall survive closing, and the parties agree for themselves, their heirs, successors and assigns to be

bound by them until said terms and conditions are modified by a mutual written agreement of the parties, or expire by the explicit terms of this Agreement.

**13. DEFAULT/SPECIFIC PERFORMANCE.** If any payment or any other condition hereof is not made, tendered or performed by either the Seller or the Buyer, as herein provided, then this Contract, at the option of the party who is not in default or breach, may at that party's option, be terminated by such party, in which case the non-defaulting party may recover such damages as may be proper, or such party may require specific performance of the other herein. In the event of default by either party hereto, the defaulting party shall pay the non-defaulting party their reasonable attorneys' fees and costs necessary to enforce their rights herein, whether by litigation or otherwise, as may be incurred as a result of said default.

**14. CLOSING COSTS AND ATTORNEYS' FEES.** Buyer shall pay all fees and costs associated with this transaction, including but not limited to standard Closing fees, recording costs, etc.

**15. FACSIMILE OR DIGITAL SCANS OF SIGNATURES/COUNTERPARTS.** The parties shall be bound by facsimile or digital scans of signatures of parties on this document or other documents during the course of this transaction, which documents shall have the same effect as a document bearing the original signature of any party. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a copy of an original signature to this Agreement for all purposes as an original signature. The parties shall consider a copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose

**16. SIGNATURES AND EFFECTIVE DATE.** This Agreement will not become effective until it has been signed by all persons indicated below. Until all such persons have signed, this Agreement is not enforceable against any party or parties.

**17. VENUE AND JURISDICTION AND LAW.** The Seller and Buyer agree that the state courts in Albany County, Wyoming, are the proper venue for, and have jurisdiction over, any disputes related to this agreement, and that the laws of the State of Wyoming shall govern any issue related to this agreement.

**18. GOVERNMENTAL IMMUNITY.** Except as to the enforcement of this agreement, Buyer does not waive its governmental immunity by entering this agreement and retains all immunities and defenses available to it under State of Wyoming law.

**SELLER:**

**Maverik, Inc., a Utah corporation**

By: Tyler Call  
Its: CFO  
DATE: 2/23/2023

**BUYER:**

**City of Laramie**

By: \_\_\_\_\_  
Brian Harrington, Mayor and President of the  
Laramie City Council

Attest: \_\_\_\_\_  
Nancy Bartholomew, City Clerk

DATE: \_\_\_\_\_

**EXHIBIT A**

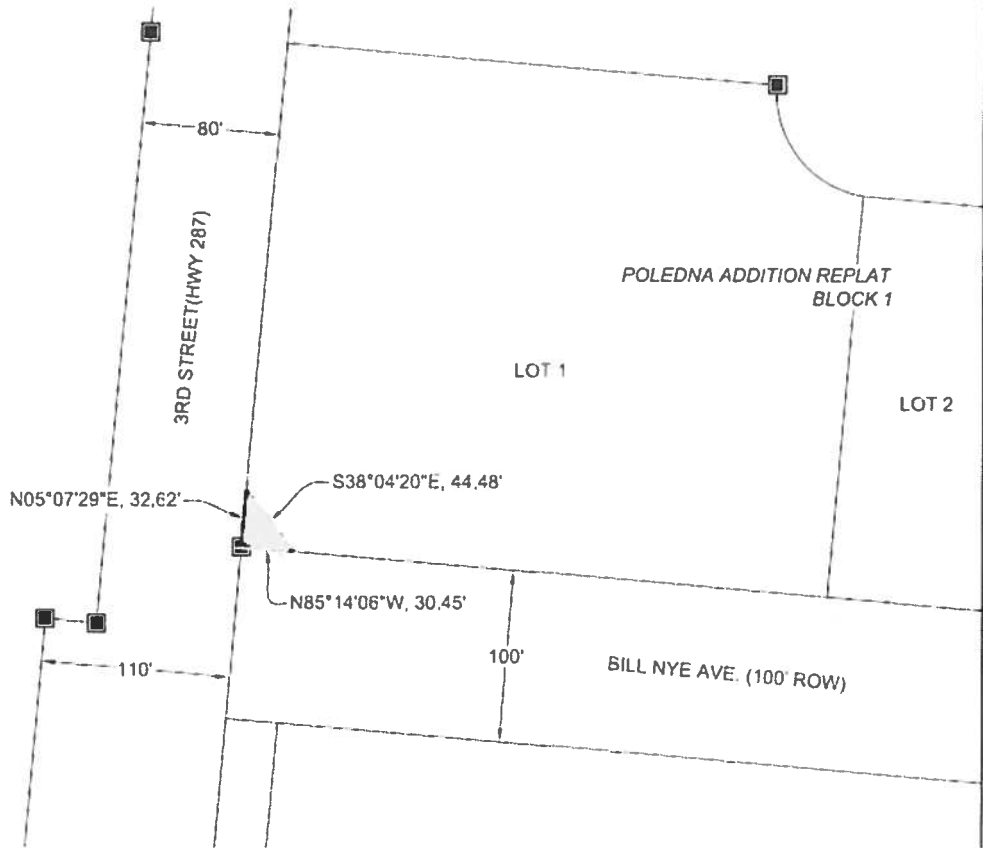
[Legal Description of the Property]

A Parcel of land located in and being a portion of Lot 1, Block 1, Poledna Addition to the City of Laramie and also being a portion of the SW1/4NW1/4 of Section 4, Township 15 North, Range 73 West of the Sixth Principal Meridian, Albany County, Wyoming, being more particularly described by metes and bounds as follows:

Beginning at the aluminum cap at the southwest corner of Lot 1, Block 1, Poledna Addition to the City of Laramie and the intersection of the north line of Bill Nye Avenue and the east line of South 3rd/ Street; thence along the east line of South 3rd/ Street, N5°07'29"E, 32.62 feet; thence S38°04'20"E, 44.48 feet, more or less, to a point in the north line of Bill Nye Avenue; thence along the north line of Bill Nye Avenue, N85°14'06" 30.45 feet, more or less, to the Point of Beginning and containing 496.63 square feet, more or less.

**ILLUSTRATION TO EXHIBIT A**

[Depiction of the Property]



**EXHIBIT B**

[Form of the Quitclaim Deed]

When Recorded, Mail To:

City of Laramie

Attn.: Public Works

\_\_\_\_\_

\_\_\_\_\_

APN: \_\_\_\_\_

\_\_\_\_\_ [Space Above for Recorder's Use]

**QUITCLAIM DEED**

MAVERIK, INC., a Utah corporation (“Grantor”), hereby QUITCLAIMS to the City of Laramie, a Wyoming municipality (“Grantee”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all interest in the following described real estate situate in Albany County, Wyoming:

See Exhibit A attached hereto and by this reference made a part hereof (the “Property”).

SUBJECT TO current taxes and assessments, reservations, easements, rights-of-way, covenants, conditions, restrictions, zoning matters, liens, and encumbrances and all other matters of record or enforceable at law or equity or that may be discovered upon an inspection of the Property.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

MAVERIK, INC.,  
a Utah corporation

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

Name (Print): \_\_\_\_\_

Its: \_\_\_\_\_

*[acknowledgement to follow]*

STATE OF \_\_\_\_\_ )  
 :ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me \_\_\_\_\_, personally known to me to be the \_\_\_\_\_, of Maverik, Inc., a Utah corporation, who acknowledged before me that s/he signed the foregoing instrument as \_\_\_\_\_ for said corporation.

WITNESS my hand and official seal.

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



## **EXHIBIT A**

### **[Legal Description of the Property]**

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City of Laramie  
Attn.: Public Works

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APN: \_\_\_\_\_

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DATED this 23<sup>rd</sup> day of February, 2022.

MAVERIK, INC.,  
a Utah corporation

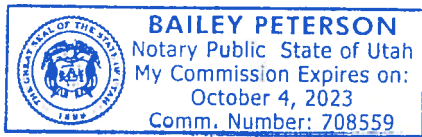
By: Tyler Call  
Name (Print): TYLER CALL  
Its: CFO

*[acknowledgement to follow]*

STATE OF Utah )  
 )  
:SS  
COUNTY OF Salt Lake )

On this 23<sup>rd</sup> day of February, 2022<sup>23</sup>, personally appeared before me Tyler Call, personally known to me to be the CFO, of Maverik, Inc., a Utah corporation, who acknowledged before me that s/he signed the foregoing instrument as CFO for said corporation.

WITNESS my hand and official seal. .



Bailey Peterson  
Notary Public

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