

## AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

THIS AGREEMENT is made as of the date of the last signature below, between Western Water Consultants, Inc., dba WWC Engineering ("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 the real property, and any buildings, fixtures and appurtenances thereon, described as:

Lot 2A Block 1 of the Skyline Plaza Addition to the City of Laramie,

AND

Lot 3 Block 1 of the Skyline Plaza Addition to the City of Laramie.

Collectively these lots are referred to as the "Property," and are subject to easements, reservations, covenants and restrictions of record in the office of the County Clerk, Albany County, Wyoming as of the date of closing.

The parties intend that this purchase/sale must include both lots, and if this purchase/sale transaction fails to or cannot close for either lot, then the parties are not obligated to purchase/sell either lot and this agreement is null, and void and the parties shall have no further obligations to one another.

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

2. **PRICE.** The total purchase price for the Property shall be \$919,000, which shall be paid by Buyer to Seller at closing in cash or certified funds. Seller may allocate the purchase price between the lots as it wishes.

3. **CLOSING DATE.** The closing of the sale and purchase shall occur on or before June 11, 2026, in Laramie, Wyoming, at the offices of a title company and at a specific date and time to be agreed by the parties.

4. **DEED.** Seller shall execute and deliver at closing a good and sufficient statutory warranty deed in favor of Buyer conveying the Property free and clear of all liens and encumbrances, except subject to: general taxes for 2026; building and zoning restrictions; city, county and state subdivision laws; and reservations, restrictions, covenants and easements of record.

5. **TITLE INSURANCE.** Seller is obtaining or has obtained title insurance for the Property with Buyer as named insured, guaranteeing merchantable title in Buyer upon the closing of this transaction, in a form and with exceptions acceptable to Buyer. Seller shall bear all expense the title insurance policy. Seller shall provide Buyer a copy of the proposed title policy at least three business days before closing

6. **CONTINGENCIES.**

**A. Financing Contingency.**

There is no financing contingency. Buyer agrees it has cash or financing 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. Personal Property**

Any personal property remaining on the Property at closing shall be deemed abandoned and may be retained or disposed of by Buyer at Buyer's discretion, at no cost or obligation to Seller.

**F. No Other Contingencies.**

There are no contingencies other than set out in this Paragraph 6.

7. **ENVIRONMENTAL REPRESENTATION AND WARRANTY.** Seller hereby represents and warrants to Buyer that, to best of its actual knowledge and belief, the Property has, during its ownership, been operated in compliance with all Federal or state laws and regulations concerning pollution/environmental hazards/contaminants, and that the Property is currently free of any such pollution/environmental hazards/contaminants.

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 sent by e-mail to the parties as follows: for Seller, [jterfehr@wwcengineering.com](mailto:jterfehr@wwcengineering.com) and [blewis@wwcengineering.com](mailto:blewis@wwcengineering.com); for Buyer,

[tfreezer@cityoflaramie.org](mailto:tfreezer@cityoflaramie.org) and [rsouthard@cityoflaramie.org](mailto:rsouthard@cityoflaramie.org). E-mails are effective on the day they are sent.

**10. TAXES.** All real estate taxes and assessments for 2026 shall be apportioned between the parties at closing, pro-rated as of the closing date.

**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 the title company's standard closing fees, and each party shall be responsible to pay for its own attorneys' fees and other costs.

**15. FACSIMILE OR DIGITAL SCANS OF SIGNATURES.** 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.

**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:**

**Western Water Consultants, Inc., dba WWC Engineering**

By: \_\_\_\_\_  
Brady Lewis  
CEO/President

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

**BUYER:**

**City of Laramie**

By: \_\_\_\_\_  
Sharon Cumbie, Mayor & President  
City of Laramie, City Council

Attest: \_\_\_\_\_  
Nancy Bartholomew, CMC  
City of Laramie, City Clerk

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