

## **LAND EXCHANGE AGREEMENT**

This Agreement is made this 17<sup>TH</sup> day of NOVEMBER, 2015, by and between Cheyenne Baptist Temple, a non-profit corporation organized under the laws of the State of Wyoming, 1621 East Pershing Boulevard, Cheyenne, Wyoming 82001 ("hereafter referred to as "Cheyenne Baptist Temple), and the City of Cheyenne, a municipal corporation organized under the laws of the State of Wyoming, 2101 O'Neil Avenue, Cheyenne, Wyoming 82001 ("City").

### **Recitals**

1. The City and Cheyenne Baptist Temple are currently engaged in the process of obtaining City approval of that certain final plat known as the "Final Plat Cheyenne Baptist Temple Addition," a replat of a portion of Lot 5, Block 186, Lots 1 - 4, Block 187, and a portion of East 23<sup>rd</sup> Street, Original City, Cheyenne, Laramie County, Wyoming.

2. Upon the approval and execution of said final plat, a portion of the right-of-way of East 23<sup>rd</sup> Street will be vacated.

3. The City is the record owner of a portion of Lot 5, Block 186, and pursuant to said ownership interest, the City would be entitled to ownership of the North half of that portion of East 23<sup>rd</sup> Street to be vacated pursuant to said final plat.

3. The City is willing to relinquish its interest in the North half of that portion of East 23<sup>rd</sup> Street to be vacated pursuant to said final plat and consents to the inclusion of the North half of the vacated portion of East 23<sup>rd</sup> Street in a parcel of land to be identified and described in said final plat as Lot 1, Block 1, Cheyenne Baptist Temple Addition.

4. The City intends to convey to Cheyenne Baptist Temple all of its right, title and interest in Lot 1, Block 1, Cheyenne Baptist Temple Addition, pursuant to a quitclaim deed to be executed and delivered following final approval of said final plat.

5. The conveyance of the City's interest in Lot 1, Block 1, Cheyenne Baptist Temple Addition, shall be in exchange for the dedication, on said final plat, of an additional six feet (6') of right-of-way for Pershing Boulevard, as shown along the Northerly boundary of said final plat.

6. The area of the additional right-of-way along Pershing Boulevard to be dedicated to the public pursuant to said final plat is 1210.3 square feet. The area of the City-owned land to be included within Lot 1, Block 1, Cheyenne Baptist Temple Addition and conveyed to Cheyenne Baptist Temple is 1480.3 square feet. The difference between the area of the right-of-way to be dedicated to the public and the area of City-owned land to be acquired by Cheyenne Baptist Temple is two hundred and seventy (270) square feet.

7. Based on a recent appraisal, the value of the right-of-way to be dedicated to the public and the City-owned land to be conveyed to Cheyenne Baptist Temple pursuant to this Agreement is approximately Ten Dollars (\$10.00) per square foot.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION ONE. TERMS OF LAND EXCHANGE AND OTHER CONSIDERATION:**

(a) Following the approval, execution and filing of the "Final Plat Cheyenne Baptist Temple Addition," the City will convey all of its right, title and interest in Lot 1, Block 1, Cheyenne Baptist Temple Addition, to Cheyenne Baptist Temple pursuant to a quitclaim deed. The conveyance of Lot 1, Block 1, Cheyenne Baptist Temple Addition, shall be on an "as is where is" basis. The City disclaims any and all representations, warranties or guarantees regarding the condition of Lot 1, Block 1 or its fitness for any particular purpose. The City further disclaims any warranties that existing uses of Lot 1, Block 1, Cheyenne Baptist Temple Addition, are lawful or in compliance with federal, state, or municipal laws and ordinances, including ordinances related to environmental protection and zoning. Cheyenne Baptist Temple acknowledges that it has had adequate opportunity to inspect Lot 1, Block 1, Cheyenne Baptist Temple Addition, and takes said land at its own risk.

(b) Pursuant to the approval, execution, and filing of the "Final Plat Cheyenne Baptist Temple Addition," Cheyenne Baptist Temple will dedicate an additional six feet (6') of right-of-way along Pershing Boulevard as shown on said final plat.

(c) No cash or other consideration will be exchanged between the parties.

**SECTION TWO. CLOSING:** The parties do not anticipate the need to conduct a formal closing. The City will be responsible for payment of any and all fees associated with the recording of the Final Plat for Cheyenne Baptist Temple Addition and Cheyenne Baptist Temple shall be responsible for any and all fees associated with recording the quitclaim deed to be delivered by the City pursuant to this Agreement.

**SECTION THREE. TRANSFER OF POSSESSION:** The City shall have the right to use the additional right-of-way to be dedicated to the public pursuant to the Final Plat for Cheyenne Baptist Temple Addition and Cheyenne Baptist Temple shall have the right to use and occupy Lot 1, Block 1, Cheyenne Baptist Temple Addition, upon receipt of the quitclaim deed to be executed and delivered by the City pursuant to this Agreement.

**SECTION FOUR. BROKER'S COMMISSION:** The parties mutually warrant and represent that no brokers or agents have been employed or retained by either party in connection with the negotiation or consummation of the matters contemplated by this Agreement and that neither party shall become obligated to pay any commission of any kind or nature to any broker or agent upon the closing of this purchase.

**SECTION FIVE. BINDING EFFECT OF AGREEMENT:** This Agreement shall not be binding upon the City until such time as this Agreement has been approved by the Governing Body of the City of Cheyenne. Except as provided herein, this Agreement, and the covenants and conditions herein, shall bind and inure to the benefit of the parties, and their respective heirs, personal representatives, successors and assigns. Unless this Agreement otherwise requires, the covenants of this Agreement shall survive the transfer of title.

**SECTION SIX. GOVERNMENTAL IMMUNITY; CHOICE OF LAWS; VENUE:**

Except for enforcement of the terms and conditions of this Agreement, the City reserves all immunities and defenses provided for in the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 *et seq.* This Agreement shall be governed by the laws of the State of Wyoming, and any actions relating to or arising out of this Agreement shall be brought in any court of competent jurisdiction in Laramie County, Wyoming.

**SECTION SEVEN. EASEMENTS:** It is mutually understood and agreed that the right-of-way to be dedicated to the City pursuant to the Final Plat Cheyenne Baptist Temple Addition and the land to be acquired by Cheyenne Baptist Temple pursuant to this Agreement may be subject to easements for public water and sewer utilities, gas and electric utilities, telecommunications utilities, and other installations and fixtures.

In witness thereof, the parties to this Agreement, through their duly authorized representatives, have executed this Agreement on the days and dates set out below and certify that they have read, understood and agreed to the terms and conditions hereof. Two (2) duplicate originals of this Agreement have been signed.

The Agreement date is the date of the last signature affixed to this Agreement.

CITY OF CHEYENNE

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Richard L. Kaysen, Mayor

(SEAL)  
Attest:

\_\_\_\_\_  
Carol Intlekofer, City Clerk

Date

11/16/2015

CHEYENNE BAPTIST TEMPLE

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

Title: \_\_\_\_\_

Pastor

Attest:

Secretary

\_\_\_\_\_  
James J. [Signature]

\_\_\_\_\_  
Angela [Signature]