

WESTWOOD HIGH SCHOOL PROPERTY EXCHANGE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this day by and between Campbell County School District, No. 1, (herein "CCSD"), Campbell County, Wyoming, (herein "County"), and City of Gillette, Wyoming (herein "City"). CCSD, County and City may be referred to hereinafter collectively as the "Parties."

I. PURPOSE

This MOU shall outline the terms of the understanding and agreement between the Parties with respect to the Westwood High School school site that is located on 6th Street and Rohan, Gillette, Wyoming. The "property" is more particularly described as follows:

Lots 1, 2, 3, 4, 5 and 6 of Block 6, and the Lots 1, 2, 3, 4, 5 and 6 of Block 7, of the Underwood Addition to the Town of the City of Gillette, Wyoming, as the same are laid down and described on the official plat and dedication of said Lots and Blocks as of record in the office of the County Clerk of Campbell County, Wyoming.

CCSD built a new school to replace the original Westwood High School and, due to the size of the property and the conditions of the improvements, CCSD had determined that the real property and all improvements thereon are no longer needed by CCSD for its educational purposes. Both County and City have expressed an interest in owning the property. Subject to the terms of this MOU, CCSD will convey legal title to the property to County for use by both County and City. This MOU shall set forth the terms of the understanding and agreement between the Parties regarding the transfer of the property and all improvements.

CCSD has held a public hearing on the plan to transfer the property, and has obtained the approval of the Wyoming Schools Facility Commission and the CCSD Board of Trustees to transfer the property.

A portion of the property will be conveyed to City by the County as those parties agree.

County has expressed an interest in providing land to CCSD in the Centennial Section, north of Gillette, Wyoming, for relocating its transportation facilities as provided herein.

II. TRANSFER OF PROPERTY TITLE/IMPROVEMENTS

Upon the approval and signing of this MOU by all Parties, CCSD shall convey the property and all improvements thereon to County by "Special Warranty Deed." The form of the deed is attached hereto as Exhibit B. The property is vacant and possession of the property shall be transferred to County upon the signing and delivery of the Special Warranty Deed. CCSD makes no warranties, express or implied, concerning the improvements on the property and the fitness of the property for any use. County accepts the property "as is". County shall take such action as it deems proper regarding the improvements. CCSD is not responsible for any demolition costs should County elect to remove the improvements.

III. EXPANSION OF 4J ROAD AND 6TH STREET

Upon the transfer of title, County shall cause a subdivision of the property to be completed in accordance with City regulations, to provide for transfer of a portion of the property by County to City for the expansion of 4J Road and 6th Street. Upon completion of the subdivision, that portion of the property needed by the City for the expansion of 4J Road and 6th Street shall be conveyed to City. City shall be responsible for all costs associated with the expansion and improvements to 4J Road and 6th Street. County shall be responsible for all costs associated with the acquisition and resubdivision of the property.

IV. FUTURE DEVELOPMENT- CENTENNIAL SECTION

County owns property north of Gillette, Wyoming that is presently referred to as the "Centennial Section." There are tentative plans for the development of the Centennial Section

for various governmental uses. CCSD desires to obtain property for relocating its transportation facilities from its present location on Eighth Street in Gillette, Wyoming. As development of the Centennial Section proceeds, County and CCSD shall work together to facilitate the transfer of property, which shall be a maximum of fifteen (15) acres, in the event CCSD can obtain funding and makes a decision to relocate its facilities to the Centennial Section. CCSD has requested planning and design funds from the School Facilities Commission for the development of a new transportation facility; however, at this date CCSD has no funding for purchase of land or development of a transportation facility.

V. INDEMNITY AGREEMENT

The Parties hereby agree to indemnify and hold harmless each other against any and all liability, claims, suits, losses, costs and legal fees caused by, arising out of, or resulting from their own negligent acts or omission. Notwithstanding the above, nothing in this MOU shall be read or interpreted to constitute or to require a waiver of any rights of CCSD, County or City under the doctrine of sovereign immunity, or waiver of its immunity under the Governmental Claims Act, W.S. § 1-39-101, et seq.

VI. COMPLIANCE WITH LAW

The Parties represent that their possession, occupancy, and use of the property will comply with all applicable federal, state, county and city laws and regulations.

VII. SIGNATURES

In witness whereof, the Parties, through their authorized representatives, have executed this MOU on the dates set out below and certify that they are signing the MOU upon the approval of their respective governing bodies, and the MOU shall become effective upon the signing by all Parties.

CAMPBELL COUNTY SCHOOL DISTRICT, No. 1



Linda S. Jennings, Chairman

Date February 10,, 2015

Attest:



Lisa Durgin, Clerk

CAMPBELL COUNTY



Matt Avery, Commission Chairman

Date 2-17-, 2015

Attest:



Susan Saunders, County Clerk

CITY OF GILLETTE, WYOMING

Louise Carter-King, Mayor

Date _____, 2015

Attest:

Karlene Abelseth, City Clerk