

## **AGREEMENT TO CONVEY SEWER SYSTEM**

This Agreement made this day by and between the South Douglas Highway Water and Sewer District, a governmental unit of the State of Wyoming, of Post Office Box 2245, Gillette, Wyoming 82717-2245, as "GRANTOR", and the City of Gillette, Wyoming, a municipal corporation and city of the first class, of Post Office Box 3003, Gillette, Wyoming as "GRANTEE."

**WHEREAS**, GRANTOR is presently the owner of a sewer system located in Campbell County, Wyoming; and,

**WHEREAS**, GRANTOR wishes to convey a portion of the sewer system owned by it to GRANTEE; and,

**WHEREAS**, the GRANTEE wishes to take title and possession of the sewer system which GRANTOR wishes to convey, under certain terms and conditions, for purposes of incorporating it into the overall sewer system of GRANTEE; and,

**WHEREAS**, GRANTOR and GRANTEE have entered into previous agreements relating to the construction, operation and maintenance of the sewer system, to wit;

- Sewer Utility Service Agreement dated June 16, 2003;
- Amendment #1 to Sewer Utility Service Agreement dated April 4, 2004;
- Amendment #2 to Sewer Utility Service Agreement dated October 11, 2004;
- Amendment #3 to Sewer Utility Service Agreement dated May 2, 2005; and
- Amendment #4 to Sewer Utility Service Agreement dated May 9, 2007; and

**WHEREAS**, the terms of this Agreement comport with the previous agreements designated above and, in particular, Paragraph 9 of Amendment #4 to the Sewer Utility Service Agreement dated May 9, 2007.

### **WITNESSETH:**

In consideration of the foregoing and the representations made herein, GRANTOR conveys to GRANTEE all right, title and interest in the part of its sewer system serving all or portions of the following subdivisions now situate in the City limits of GRANTEE, Campbell County, State of Wyoming, to-wit:

Contractor Supply Subdivision  
Devon Addition  
Hays Subdivision  
KC Subdivision  
Katie Industrial Park Subdivision  
Mohan Subdivision  
Resubdivision of High View Mobile Home Park  
Rourke Subdivision  
Southern Drive Industrial Park Subdivision  
South Side Business Park Subdivision  
Thomas Subdivision  
WCW Subdivision.

**See Exhibit A attached hereto depicting those portions of GRANTOR'S sewer system being conveyed.**

1. **PROPERTY CONVEYED:** All right, title and interest in and to the physical sewer system depicted in Exhibit A as being conveyed by GRANTOR and described as follows: sewer mains, manholes, and related appurtenances, and all right, title and interest in any easements and license agreements conveyed to GRANTOR for the sewer system depicted in Exhibit A as being conveyed by GRANTOR (hereinafter "PROPERTY"). A list of those easements and license agreements is included in Exhibit B.

2. **WARRANTIES.** Grantor warrants that the PROPERTY is free and clear of all encumbrances and is in good working order and condition.

3. **OBLIGATIONS OF THE PARTIES:**

A. **RISK OF LOSS.** Prior to the transfer of the PROPERTY, all risk of loss or damage to the PROPERTY or liability to any third person or persons who are injured or damaged while upon the premises shall be borne by the GRANTOR. After closing, GRANTEE shall be responsible for the above risks.

B. **INDEMNITY.** Each party agrees to indemnify the other from any and all claims

resulting from its operation of the PROPERTY in accordance with paragraph 3.A. above.

C.       **FEES.**     GRANTEE agrees to collect both plant investment fees and lateral charges from the owners of the properties listed in Exhibit C (and shown in Exhibit A), should the owners of these properties request sewer service from GRANTEE utilizing the PROPERTY within eight (8) years from the date of transfer of the PROPERTY to GRANTEE. The amounts to be collected are stipulated in Exhibit C, and they shall be remitted by GRANTEE to GRANTOR. . The failure of the GRANTEE to collect the fees will not result in any liability in GRANTEE to GRANTOR.

D.   **SERVICE TO OTHER PROPERTIES.**   The sewer system being conveyed by GRANTOR also provides service to the following properties depicted in Exhibit A which are not currently within the City limits of GRANTEE:

- Lot 10, Block 4, Southern Drive Industrial Park Subdivision, and
- Stroup Mobile Home Park.

Upon conveyance of the sewer system to GRANTEE, GRANTEE agrees to accept sewage from these two properties in accordance with all prior agreements and any amendments thereto.

4.   **ATTORNEY FEES.**   In the event either GRANTOR or GRANTEE files suit to enforce this Agreement, it is hereby agreed that the successful party under such suit shall collect from the other party all costs, expenses, and a reasonable attorney's fee incurred in such suit.

5.   **REPRESENTATIONS:**   GRANTEE and GRANTOR represent that they have the requisite authority to enter into this agreement and that all necessary approvals have been obtained by each party.

6. **INSPECTION.** GRANTEE has either inspected the PROPERTY or has waived any inspection and accepts the PROPERTY "as is, where is".

7. **TERMS.** Within this instrument, unless the context otherwise requires, words in the singular number include the plural, words in the plural number include the singular, and words in the masculine gender shall include the feminine.

This agreement is effective on the date of the last signature below.

**GRANTOR:**

SOUTH DOUGLAS HIGHWAY  
WATER AND SEWER DISTRICT

BY:  \_\_\_\_\_

ITS: PRESIDENT \_\_\_\_\_

DATE: 9-28-16 \_\_\_\_\_

**GRANTEE:**

CITY OF GILLETTE, WYOMING

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

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