

Approved as to  
form only:

WPO  
Date: 7/7/21

## MEMORANDUM OF AGREEMENT

For good and valuable consideration, this Memorandum of Agreement (MOA) is entered into by and between Robin and Debbie Courtier (Courtiers), whose address is 3803 Summit Drive, Cheyenne, Wyoming 82009, the City of Cheyenne, a municipal corporation organized under the laws of the State of Wyoming (City), whose address is 2101 O'Neil Avenue, Cheyenne, Wyoming 82001, and the State of Wyoming Department of Transportation (WYDOT), whose address is 5300 Bishop Boulevard, Cheyenne, Wyoming 82009. This MOA shall become effective upon the date of the last signature affixed hereto.

WHEREAS, the Courtiers' are the owners of that certain tract of land located generally at the intersection of Storey Boulevard and College Drive in Cheyenne, Wyoming; and

WHEREAS, the Courtiers' and their predecessors in interest have entered into a Memorandum of Agreement and granted a Detention Pond Easement to WYDOT and its predecessors in interest upon a portion of that tract of land for purposes of a detention pond, more particularly described as:

A parcel of land located in Tract 29 of Dell Range Addition, Second Filing, a Subdivision in Laramie County located in the NE1/4NW1/4 of Section 22, T. 14 N., R. 66 W. of the 6<sup>th</sup> P.M., Laramie County, Wyoming, containing 1.45 acres and being more particularly described in said Detention Pond Easement; and

WHEREAS, that prior Memorandum of Agreement and accompanying Detention Pond Easement are attached hereto and specifically incorporated herein; and

WHEREAS, the parties to this agreement recognize that issues have arisen with the flow of water downstream from this Detention Pond Easement and have agreed to modify the terms of the original Memorandum of Agreement and Detention Pond Easement as set forth in this Agreement to help alleviate those downstream flow issues.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND BURDENS ASSUMED BY EACH PARTY TO THIS AGREEMENT, the following terms and conditions shall apply henceforth:

1. Those terms and conditions of the Original Memorandum of Agreement and Detention Pond Easement shall remain in full force and effect except as specifically modified herein.

2. The Courtiers grant the City and WYDOT permission to enter upon their lands for the purposes of this MOA.

3. The purpose of the permission to enter is to allow testing of the soils that may be contaminated by the failure of the septic system at the fire station adjoining the Courtier property to the south, and to drill test boring to determine if it is possible to modify the pond.

4. The City will survey the pond, the area around the pond, and roadway ditches, to further understand drainage in the area and what size pond will be necessary to alleviate downstream storm water problems in the area.

5. The City will study how the storm water moves from the detention pond to the east and under College Drive and look at possible ways to either slow, improve, or prevent water movement. The goal is to identify and build ways to prevent the destructive nature of flowing water. The City will not look at the well on the Courtier property under any conditions.

6. The City will study the possibility of holding additional water in the Thomas Heights subdivision upstream from the detention pond on the Courtier property.

7. The City will work with the Courtiers' to possibly improve the property around the Courtier detention pond, including planting cotton-less Cottonwood trees to help manage the water in the detention pond.

8. The City will make sure any new design of the Courtier detention pond will not interfere with the arena already installed on the property by the Courtiers.

9. The City will ensure the area is replanted with grass and put back in the condition it was found in prior to this exploratory work.

10. It is understood the City will pay the Courtiers the appraised value of this renegotiated Memorandum of Agreement, also known among the parties as a lease, to use the Courtiers' land for a detention pond to alleviate or solve the regional drainage problems, but in no case will this amount be less than twenty-five thousand and no/100 dollars (\$25,000.00).

In witness thereof, the Parties to this MOA, through their duly authorized representatives, have executed this MOA on the days and dates set out below and certify that they have read, understood, and knowingly and voluntarily agreed to the terms and conditions of this MOA.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Robin Courtier

\_\_\_\_\_  
Date

\_\_\_\_\_  
Debbie Courtier

City of Cheyenne

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Patrick Collins, Mayor

(SEAL)  
Attest:

\_\_\_\_\_  
Kristina F. Jones, City Clerk

State of Wyoming Department of Transportation

\_\_\_\_\_  
Date

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

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

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Mark K. Corbridge PLS, RFE  
Professional Land Surveyor  
WY. Dept. of Transportation  
Ph - 307-777-4423

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WYOMING STATE HIGHWAY DEPARTMENT  
MEMORANDUM OF AGREEMENT

J 12 AM 11 04

Project: FREB-4000(9)  
Road: Cheyenne Outer Drive  
County: Laramie  
Parcel: No.

THIS AGREEMENT IS ENTERED INTO ON THIS 0 h day of March A.D., 1987, between Carl D. Johnson and Barbara . Johnson, husband and wife, herein referred to as the "Landowners", Deborah D. Courtier and Robin L. Courtier, husband and wife, herein referred to as "Occupants", and Wyoming State Highway Department, herein referred to as the "Department". WITNESSETH: that

WHEREAS, the Department wishes to secure for highway purposes the real property shown on the engineering plans, herein called "the property", a copy of which is attached to this agreement and which has been submitted to and received by the Landowners and Occupants; and

WHEREAS, the Landowners have agreed to grant an easement to the Department together with all improvements located thereon, except as otherwise stated in this agreement; and

WHEREAS, the Department will prepare a ~~Detention Pond~~ Easement with a legal description of the property described briefly as follows:

A parcel of land located in Tract 29 of Dell Range Addition, Second Filing, a Subdivision in Laramie County located in the NE 1/4 of Section 22, T. 14 N., R. 66 W. of the 6th P.M., Wyoming, containing ~~1.25 acres~~ and being more particularly described in said Detention Pond Easement.

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED IN THIS AGREEMENT, the parties agree to the following terms:

1. The consideration stated herein is full compensation for all of the Landowners' interest granted herein including interests in State or Federal Land Leases, and any and all other legal and equitable interests, which are or may be outstanding, and the Landowners agree to release these interests.
2. There is excepted and reserved from the property all oil, gas and other minerals that can be removed from the ground without jeopardy to the maintenance or safety of public use or travel upon the surface estate and without using the surface of the property.
3. The Landowners have received a copy of the Department's relocation assistance brochure and any benefits to which they may be entitled have been explained by the Department. The Landowners do not request relocation benefits for moving personal property, replacement housing, or business or farm displacement, to the extent of their eligibility under Wyoming Law.
4. This Easement is to detain water for the periods of time shown on the attached Design Revision Report dated January 19, 1987 marked Exhibit "A", the largest area of the detention pond is on Exhibit "B" and described on the Detention Pond Easement.
5. Landowners and Occupants may use the area described on said Detention Pond Easement in any manner that will not inhibit the use of the area as a detention pond. The Landowners and Occupants hold the Department blameless for any loss or injury resulting from the Landowners' use of the described detention pond area.
6. The Department and Landowners shall share joint liability for any loss or injury resulting from use of the detention pond area by trespassers, children or others not invited to the property by Landowners or Occupants.
7. The Department shall not use the Landowners'/Occupants'/ gate for ingress and egress to the detention pond area.

8. The Department will establish a gate with a lock for separate ingress and egress if necessary for maintenance of the detention pond area.
9. The Department will call Occupant prior to entry except in the case of an emergency.
10. The Department will clean the detention pond area of debris or materials distributed on the Detention Pond area by water impounded upon request by Landowners or Occupants.
11. The Department will maintain the borrow ditch along the north and east borders of Landowners' property.
12. The terms of this Memorandum of Agreement may be changed, by mutual, written consent.
13. This Memorandum of Agreement is executed in addition to the document titled, "Detention Pond Assessment" and is made a part thereof.
14. The Landowners and Occupants by executing this agreement understand and agree the entire consideration stated herein will be paid to Deborah D. Courtier and Robin L. Courtier.

The Department agrees to pay to the Occupants the sum of seven thousand five hundred seventy-six and 25/100 dollars (\$7,576.25). If requested, the Landowners will provide an abstract of title for examination purposes. Before final payment is made by the Department, the Department may make a title examination to determine if sufficient title to the property is vested in the Landowners. The Department will pay all costs of any necessary abstracting.

WYOMING STATE HIGHWAY DEPARTMENT

By: [Signature]  
 Title: [Signature]

LANDOWNERS

[Signature]  
[Signature]  
[Signature]

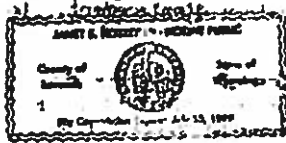
ACKNOWLEDGEMENT

THE STATE OF Wyoming )  
 COUNTY OF Laramie ) SS.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1987, by Carl D. Johnson and Barbara J. Johnson

Witness my hand and official seal.

My commission expires:



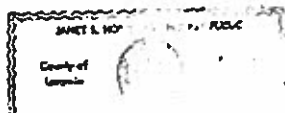
[Signature]  
 Notary Public

ACKNOWLEDGEMENT

THE STATE OF Wyoming )  
 COUNTY OF Laramie ) SS.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 1987, by Debra D. Courtier and Robin L. Courtier

Witness my hand and official seal.



[Signature]

ACKNOWLEDGEMENT

THE STATE OF Wyoming )  
COUNTY OF Laramie ) SS.

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April,  
1987, by Francis J. O'Connor

Witness my hand and official seal.

My commission expires: 3/1/91

David H. Young  
Notary Public





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Wyoming State Highway Department

P. O. BOX 1708

CHEYENNE, WYOMING 82002-9019

January 19, 1987

MEMORANDUM

TO: Charles H. Wilson, State Bridge Engineer

FROM: W.R. Bailey, Principal Hydraulic Engineer WRB

SUBJECT: Design Revisions, Addendum #2

PROJECT: M-4000 (9), Outer Drive, Cheyenne Streets, Laramie County

REF: 1) Design Revision Report, Addendum #1, November 24, 1986  
2) Design Revision, Report October 31, 1986

This report presents hydrologic, hydraulic and detention pond design recommendations for the drainage located at Station 148+30 (Figure 1). This drainage has an area of 69 acres. Previous reports (1)(2) describe the drainage problem and alternative solutions to these problems. Alternatives were discussed with the Resident Engineer (Jack Bell) and Right of Way (Virgil Slough). A survey to define the actual limits of the pond (Figure 1) in order to negotiate a drainage easement with the landowner was made. This survey was checked against the estimates made in the hydraulic analysis to insure that the pond is neither larger nor smaller than needed. The survey data agreed favorably as it is well within the limits of the accuracy of the analysis. The pond elevation of 6108.5 was used to estimate the limits of temporary ponding (100 yr):

The riser spillway was redesigned to optimize the height of the spillway. Recommended dimensions for the riser are shown on Figure 2. The riser may be either CMAA square or round. The square, concrete opening would not require additional embankment work whereas the round culvert riser would require some embankment as shown by the dashed lines on Figure 2. A riser height of 2.5 feet is recommended as shown. A 36 inch round opening or 1-28" x 20" CMAA culvert (pipe) is required to bring the temporary pond to the undrained pond elevation. Table 1 - Hydrologic Pond Data describes the ponding characteristics of the expected detention. The average annual temporary pond duration was found to be 8 hours per year and would have an average annual pond area of 0.3

acres/year. In other words, during the service life of this facility one can expect that on the average there will be a temporary pond to 0.3 acres each year; some years more, some less. Additionally, the average pond duration will be 8 hours each year; some years more, some less.

The 100-year pond design frequency would have a pond maximum pond duration of 16 hours, area of 1.5 acres, volume of 3.0 ac-ft and outflow peak discharge of 31 cfs.

TABLE 1 - Hydrologic Pond Data

Freq.	Pond				Outflow Peak Discharge cfs	Inflow Peak Discharge cfs
	Depth ft	Duration hr	Area acres	Volume ac-ft		
10	2.5	16	0.6	0.8	1	15
100	4.6	16	1.5	3.0	31	132

Approved by

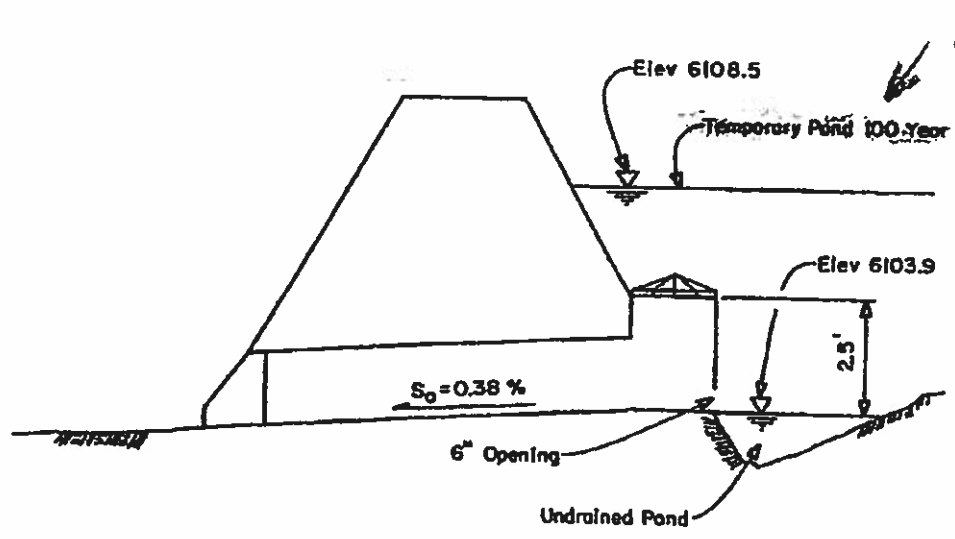
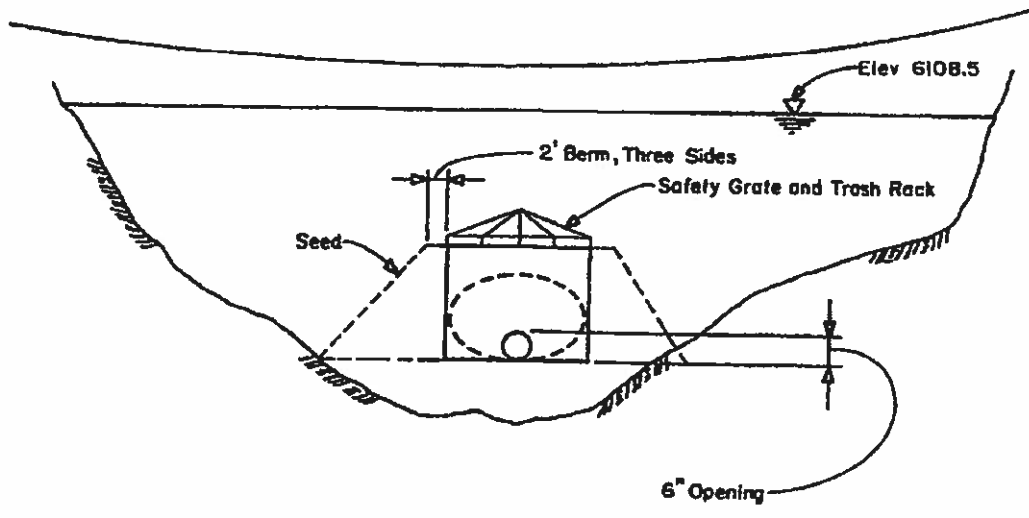


Hydraulic Engineer

cc: H.P. Woodcox, District Engineer, Laramie  
 J.E. Bell, Resident Engineer, Cheyenne  
 R.F. Karstoft, Project Development Engineer, Cheyenne  
 W.F. Sherman, Chief Engineering Geologist, Cheyenne  
 J.C. Cole, State Right of Way Engineer, Cheyenne





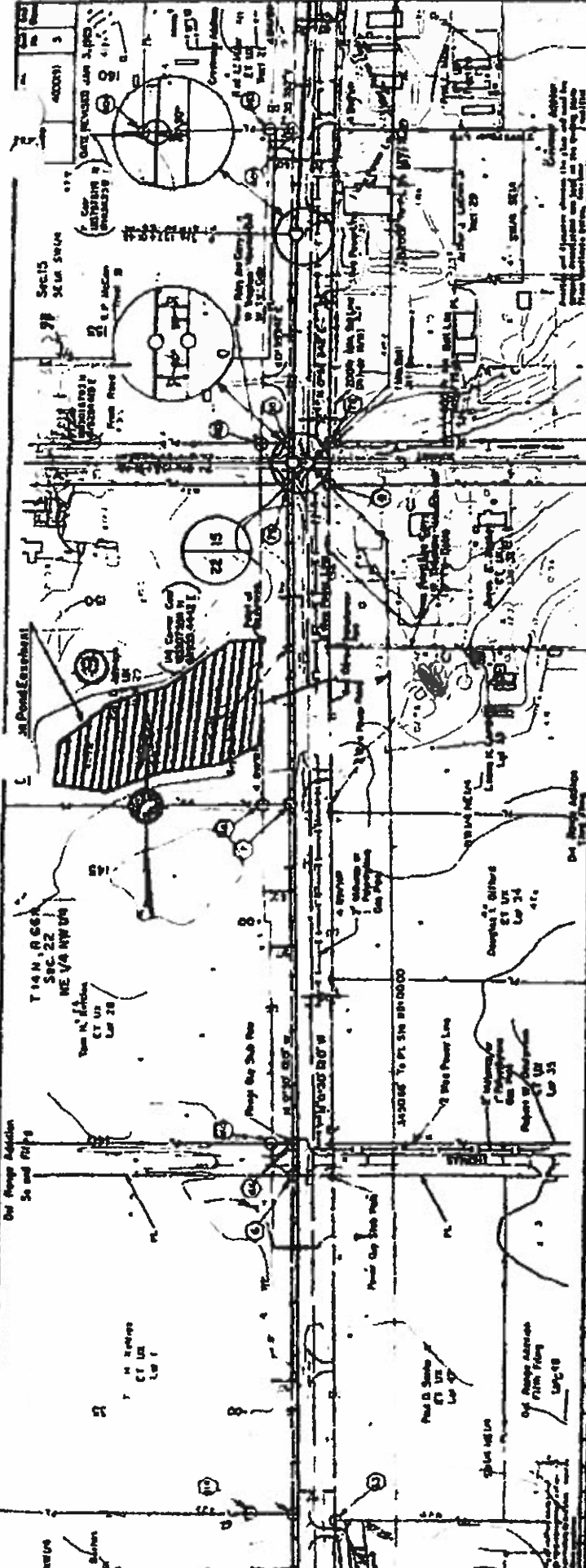


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BOOK 1247

**FIGURE 2**

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DETENTION POND EASEMENT

Know All Men By These Presents:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, the receipt of which is hereby acknowledged and confessed, Carl D. Johnson and Barbara J. Johnson, 3422 Dey Avenue, Cheyenne, and Debra D. Courtier and Robin L. Courtier, 3803 Summit Drive,.....

Cheyenne.....of the County of Laramie and State of Wyoming, hereinafter called the grantor, hereby grants to THE STATE HIGHWAY COMMISSION OF WYOMING, hereinafter called the grantee, the

right to lay out a detention pond for the benefit of the public upon the following described lands located in the County of Laramie and State of Wyoming, to-wit: A parcel of land located in Tract 29 of Dell Range Addition, Second Filing, a subdivision in Laramie County, located in the NE $\frac{1}{4}$  of Section 22, T. 14 N., R. 66 W. of the 6th P.M., Wyoming.

The right-of-way hereby granted being more particularly described as follows:

A parcel of land located in Tract 29 of Dell Range Addition, Second Filing, a subdivision in Laramie County, located in the NE $\frac{1}{4}$  of Section 22, T. 14 N., R. 66 W. of the 6th P.M., Wyoming, being described as follows:

- Commencing at the north quarter corner of said Section 22;
- thence S.00°30'12"W. along the north-south centerline of said Section 22, a distance of 336.37 feet;
- thence S.89°29'48"W. a distance of 90 feet to a point on the westerly right-of-way boundary of presently existing North College Drive, the True Point of Beginning;
- thence S.00°30'12.0"E. along said westerly right-of-way boundary, a distance of 187.57 feet;
- thence S.61°55'30.4"W. a distance of 82.04 feet;
- thence S.81°57'00.7"W. a distance of 114.24 feet;
- thence S.73°08'08.1"W. a distance of 109.97 feet;
- thence N.79°49'56.8"W. a distance of 94.07 feet;
- thence N.08°11'52.8"E. a distance of 77.92 feet;
- thence N.51°08'38.6"E. a distance of 118.26 feet;
- thence N.76°16'14.9"E. a distance of 104.50 feet;
- thence N.55°00'40.5"E. a distance of 150.97 feet;
- thence S.84°24'32.3"E. a distance of 53.54 feet, more or less, to the point of beginning.

The above described parcel of land contains 11.64 acres, more or less.

NOTE: All bearings and distances in this description are based on the Wyoming State Plane Coordinate System, East Zone, modified to Wyoming Highway Department Coordinate System by an adjustment factor of 1.00034.

Grantor will not construct any building or place any construction within the detention pond area which would diminish the storage capacity of the pond.

Grantor also grants the right of ingress and egress to and from the said land for any and all purposes necessary and incident to the exercise by the grantee, and the public, of the rights granted by this conveyance.

Grantors hereto do hereby waive and release all rights under and by virtue of the homestead exemption laws of the State of Wyoming insofar as affected by this conveyance.

Grantor will not use, or permit to be used, the conveyed property for any purpose whatsoever; that would be in conflict with the purpose of this easement.

The grant herein contained is an easement and shall be perpetual so long as the said land is used for the aforementioned purposes, and whether or not actually fenced or used in its entirety for the aforementioned purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands this  
30th day of March, A.D., 1987, by

Witnessed by Janet A. Stettin Carl D. Johnson  
Barbara J. Johnson  
Debra D. Courtier Robin L. Courtier  
Grentors

ACKNOWLEDGEMENT

STATE OF Mississippi )  
COUNTY OF Leflore ) SS.

The foregoing instrument was acknowledged before me this 30th day of  
March, 19 87, by Carl D. Johnson and Barbara J. Johnson, and Debra D. Courtier and Robin L. Courtier

Witness my hand and official seal.

My commission expires

Janet A. Stettin  
NOTARY PUBLIC



Event