

**AGREEMENT FOR SALE OF HOME**

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THIS AGREEMENT made and entered into this date by and between CARBON COUNTY by and through The Board of County Commissioners in and for the County of Carbon, State of Wyoming, hereinafter called the Seller, whose mailing address is P. O. Box 6, Rawlins, Wyoming 82301, and \_\_\_\_\_, (husband and wife) (a single person), hereinafter called the Buyer, whose mailing address is \_\_\_\_\_, in consideration of the sum of \_\_\_\_\_ DOLLARS (\_\_\_\_\_) and other good and valuable consideration to them in hand paid, receipt whereof is hereby acknowledged, Seller hereby agrees to sell and Buyers agree to buy and move the following described item:

Physical residence only, no real property included, located at 222 W. Pine Street, Rawlins, Wyoming. The approximately 1,061 square foot home is estimated to have been built in 1907.  
The legal description of the property the home sits on is the West 52' of Lot 4, Block 3, U.P. First Addition to the City of Rawlins, Wyoming, Carbon County.  
Buyer agrees to remove the entire home from the premises.

**SALES PRICE**

Sale Price shall be the sum of \$ \_\_\_\_\_ which shall be paid by the Buyers to the Seller as follows:

- A. Buyers will pay the entire balance to the county upon signing this agreement. This agreement is required to be signed within 5 days of bid acceptance and the balance due at that time.

**POSSESSION**

Buyer has no right to possession of the property and can only enter the property with authorization from the Seller. Possession of the home begins for the Buyer upon moving it off the property. Seller warrants that it has good and legal title to the property, including the home thereon.

**TAXES**

The Seller will pay all taxes, charges and assessments up until the date the home is moved. The Buyers shall be liable for all taxes, charges and assessments from the date the home is removed from the property.

**NOTICE OF NO WARRANTY**

Seller makes no warranty as to the condition of the property, fitness or working order or condition of the property except that it shall be sold in its present condition. The Buyers have had the opportunity to inspect or have inspected the property to their satisfaction, including survey, and accept and acknowledge that the home is sold "as is" and "with all faults." The Buyers recognize that the Seller has not completed any inspections or abatement regarding contamination by any substance on the premises, and further that Buyer shall indemnify and the Seller, Carbon County, harmless for any costs of cleanup, liabilities, judgments, fines, penalties or any other expenses resulting from the discovery of any such substance, its cleanup or disposal. The Buyers understand that there are no warranties either expressed or implied, or otherwise, to the water, drainage or sewer system, and any other utilities. The home shall be moved by the Buyer within 3 (three) months of bid acceptance by the Seller. Any damages to the home during or after the move from the Seller's property are the responsibility of the Buyer. Buyer shall provide the county with a bond as described in the Responsibilities of the Buyer section below.

### **RESPONSIBILITIES OF THE BUYER**

Buyer shall be responsible for all permits required from any agency to move the home at the Buyer's cost. The City of Rawlins has a permit process, including potential insurance requirements and a zoning review the Buyer shall comply with. Copies of all permits shall be provided to the County Clerk prior to moving the home. Buyer is responsible to provide all labor, materials and any other costs associated with moving the home. Buyer shall notify the County Assessor immediately upon moving the home to its new destination of the new address. Buyer shall arrange for all utilities, communication lines and other attachments to be disconnected by any and all utility companies and the Buyer's expense. Buyer shall provide the county with a performance bond in the amount of \$10,000 no later than 5 days after bid acceptance for the purpose of removal of the home should the Buyer default on this agreement. Buyer is responsible to move the home from the property whether in whole or in parts/pieces. Should the home be damaged during the move Buyer is responsible to remove the remaining parts from the Seller's property.

### **RESPONSIBILITIES OF THE SELLER**

Seller shall provide the Buyer with access to the Seller's property to do the work necessary to remove the home.

**REPAIRS**

The Seller shall not make any repairs to the premises as a condition of sale.

**RISK OF LOSS**

The risk of any loss by any cause shall be borne by the Buyer.

**TIME OF THE ESSENCE**

It is agreed between the parties that time is of the essence to each and every term of this Agreement, which may only be extended upon the written approval of both parties and may be denied by either party. The Buyer shall remove the home from the property no later than 3 (three) months from bid acceptance.

**DAMAGES**

It is agreed between the parties that if Buyer fails or neglects to perform their part of the Agreement, Buyer shall pay as liquidated damages to the Seller a sum equal to the actual cost of the damages. Buyer shall be responsible for any damages to Seller's property or any other property damaged during the performance of this agreement, and for any personal injuries that may occur during the performance of this agreement.

**MISCELLANEOUS**

Buyers acknowledge Ashley Davis, Carbon County & Prosecuting Attorney, represented the Seller in the preparation of this Agreement and that the Buyers were informed that they should consult their own attorney for any questions they may have as to the terms and conditions of this Agreement. Buyers and Seller acknowledge that there are no agreements, understandings or representations that are not set forth herein.

THIS AGREEMENT shall be binding upon the parties hereto, their successors, assigns, and personal representatives.

SELLER:

CARBON COUNTY, by and through The Board of County Commissioners in and for the County of Carbon, State of Wyoming

By \_\_\_\_\_  
Willing John Johnson, Chairman

Attested:

\_\_\_\_\_  
Gwynn G. Bartlett  
Carbon County Clerk

Buyer(s)

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF WYOMING     )  
  : ss.  
COUNTY OF CARBON    )

The foregoing instrument was acknowledged before me by Willing John Johnson this day of \_\_\_\_\_, 2022.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF WYOMING     )  
  : ss.  
COUNTY OF CARBON    )

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2022.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: