

Letter of Agreement

Laramie County Community College Foundation and Farm Bureau hereby enter into this letter of agreement in regards to the common driveway that will be shared by both entities located in the Turner Tract, Albany County, Wyoming. A description of the driveway as set forth in Exhibit A, attached hereto and incorporated herein.

The parties hereby agree that they have worked together in a coordinated effort to agree upon the maintenance, lighting, snow removal, street sweeping, paying for the streetlights, possible drainage issues, parking issues, shared use and any other items that may arise or pertain to said driveway as included in Exhibit B.

The intent of this agreement is to demonstrate to the City of Laramie, that the parties hereto agree to manage this common driveway as identified above. The parties also agree to annually review this agreement and determine if any mutual changes to the agreement are needed. Upon determining a need for an agreement change, each party will sign to the amended agreement and a copy of the agreement will be provided to the City of Laramie.

Wm Stalcup Jr.
Laramie County Community College Foundation

5/13/05
Dated

Harry Redgus
Farm Bureau

5/19/05
Dated

EXHIBIT "A"

**NON-EXCLUSIVE EASEMENT DESCRIPTION
FOR INGRESS AND EGRESS PURPOSES**

A strip of land being 30 foot in width for the non-exclusive purposes of ingress and egress. Said easement being generally located along the southerly line of Lot 1, Block 2 of the Turner Tract Addition to the City of Laramie and 30 foot northerly, radially and perpendicular of the following described line:

Beginning at the corner common to the southwest corner of Lot 1, Block 2, Turner Tract Addition to the City of Laramie and the northerly corner of Lot 3, Block 2, Turner Tract Addition to the City of Laramie; Thence $S70^{\circ}38'29''E$, along the southerly line of said Lot 1, Block 2, Turner Tract Addition, a distance of 77.55 feet; Thence continuing along the south line of said Lot 1, Block 2, along the arc of a curve, concave to the southwest having a radius of 244.58 feet, central angle of $32^{\circ}28'22''$, a distance of 138.62 feet; Thence continuing along the south line of said Lot 1, Block 2, $S38^{\circ}10'22''W$, a distance of 315.00 feet to the **terminus** of this described easement.

The above described easement contains 0.372 acres (16,190 sq. ft.) more or less.

Exhibit "A" was prepared by Paul A. Reid, Wyoming Professional Land Surveyor No. 2927

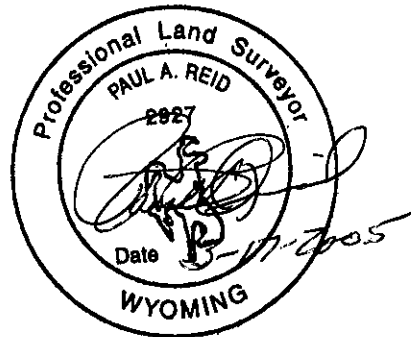


EXHIBIT B

Mountain West Farm Bureau (MWFB) – LCCC/Albany County Campus
Discussion Regarding the Shared Access Driveway
March 29, 2005, 8:30 p.m.

Attendees: Harvey Ridgeway (MWFB), Ray Schmett (MWFB) and Eileen Ely (LCCC/ACC)

Items of Agreement:

1. Construction of Driveway: LCCC will be responsible for the installation of the second half of the driveway.
2. Landscaping:
 - a. Planting: LCCC and MWFB have agreed to “low maintenance” landscaping, which will be designed by Midyette and Associates. The landscape costs will be shared by LCCC and MWFB. Prior to landscape installation, LCCC will share the design with MWFB for final approval.
 - b. Drip System/Water Usage: LCCC will be responsible for landscape watering costs in lieu of driveway snow removal costs.
3. Lighting:
 - a. Billing: LCCC and MWFB will share the lighting expenses. MWFB will bill LCCC for ½ of the usage costs.
 - b. Lighting Fixtures: LCCC will bear the costs of light fixture replacements (single to double sided) since MWFB purchased the existing single-sided lighting fixtures. According to Project Manager Ralph Knox (Taylor-Kohrs), the landscape median will not be extended, so no additional driveway lighting poles/fixtures will be required.
 - c. Maintenance of lighting fixtures: Each entity will be responsible for the replacement of light bulbs, which are light sensitive, on their side of the driveway.
4. Snow Removal: MWFB will be responsible for driveway snow removal.
5. Signage: LCCC and MWFB agreed that driveway signage, whether it be “Stop” or “Yield” signs should be installed at the entrances/exits of entity driveways. This signage expense will be shared by both entities. Harvey Ridgeway was going to consult with the City for signage suggestions.
6. Roadway Maintenance:
 - a. Periodic Sealing: MWFB will contact LCCC regarding periodic asphalt sealing needs. Separate bid prices will be requested for the various sections, i.e. parking lots, MWBF side of driveway, LCCC side of driveway, etc. Each entity will be responsible for the sealing expense for their specific parking lot/driveway areas.
 - b. Sweeping: LCCC and MWFB will share this expense if needed. Thus far, MWFB has not needed to sweep the driveway due to Wyoming winds.

- c. **Additional Maintenance Expenses:** LCCC and MWFB will share the expense of all additional driveway maintenance issues, i.e. asphalt repair, etc.
- 7. **Sidewalk:** At this point, sidewalks are not included in the plans. In talking to MWFB, they do not feel a need for a sidewalk. If LCCC elects to install a sidewalk, the expense will be LCCC's responsibility.
- 8. **Shared Parking:** Harvey checked with the City regarding "shared parking." There will be no shared parking since each entity has its own parking facilities.
- 9. **Driveway Drainage:** LCCC and MWFB detention ponds will provide adequate driveway drainage. LCCC is also responsible for installing a curb cut (head wall) at the entrance of the driveway (LCCC side of driveway)