

**AMENDMENT NO. 2  
TO THE MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF WYOMING AND THE CITY OF LARAMIE  
LEWIS STREET AREA INFRASTRUCTURE**

This Amendment No. 2 to the Memorandum of Understanding between the University of Wyoming and the City of Laramie for the Lewis Street Area Infrastructure dated October, 2014, is effective as of the date fully executed by both parties (“Effective Date”), and is entered into by and between the The University of Wyoming (“University”) and the City of Laramie (“City”). These may be referred to individually as “party” or collectively as “parties.

**WHEREAS**, the parties agree that the University has completed installation of the utility lines consistent with Article 4(c)(i) of Amendment No. 1 but the parties wish to amend the MOU as it relates to remaining surface restoration that the University was unable to be fully complete due to weather conditions.

**NOW THEREFORE**, the parties would like to amend the MOU and Amendment No. 1 as follows.

1. Article 4(c)(i) is amended as follows:

A. Phase 1, subsection 2 is deleted in its entirety and replaced with the following:

“2) The third reading and final approval by City Council of the vacation of Phase 1 will take place after the approval of this Amendment . Parties agree that all utility work identified in Section C of Amendment No. 1 has been completed but the surface restoration was unable to be completed due to weather. Final acceptance of the work identified in Section C of Amendment No.’s 1 and 2 is contingent upon surface restoration and as determined by the City Engineer.”

B. Phase 2 is amended as follows:

- 1) Delete subsection 1 in its entirety and replace with the following: “The parties may consider the vacation of sections of the Phase 2 area prior to the University acquiring all properties within this area.”
- 2) Delete subsection 2 in its entirety and replace with the following: “The University agrees that the completion of all work as described in Section C of Amendment No.’s 1 and 2 must be completed before the vacation of the Phase 2 area can commence and be finalized.”
- 3) Delete subsection 3 in its entirety and replace with the following: “ The Parties agree that the ownership and maintenance responsibility of the water and sewer lines in Phase 2 will be determined between the parties during any future vacation process of the area.”

2. **Section (C)(1) of Amendment No. 1** is amended as follows: “The University and the City agree to share the cost equally to replace the sanitary sewer in the alley between Bradley Street and Flint Street from 13<sup>th</sup> Street to 12<sup>th</sup> Street.”

The effective date of this Amendment No. 2 is the date of the signature last affixed to this page.

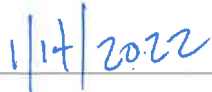
**All other provisions of the MOU and Amendment No. 1 shall remain in full force and effect. In the event of any inconsistency between the 2014 MOU, Amendment No. 1 and Amendment No. 2, the terms of this Amendment No. 2 shall be construed as final and binding.**

**THE UNIVERSITY OF WYOMING**

**CITY OF LARAMIE, WYOMING**

  
\_\_\_\_\_  
William Mai  
Vice President for Campus Operations

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Paul Weaver  
Mayor

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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Attest: Nancy Bartholomew  
City Clerk