

OFFER TO PURCHASE REAL ESTATE AND ACCEPTANCE

The City of Gillette, Wyoming, a municipal corporation and city of the first class, of 201 East Fifth Street, Box 3003, Gillette, Wyoming, 82717, (hereinafter Purchaser or City), hereby offers to purchase the following described real estate (hereinafter the Premises) in fee simple together with all improvements thereon and all fixtures of a permanent nature currently on the premises from Ward Construction, LLC, a Wyoming limited liability company, hereinafter "Seller" of 2308 4th Ave, Ketchikan, Alaska, 99901.

The Premises consists of a parcel of land more particularly described as:

DESCRIPTION

Lot 5, Block 3 of Bennor Estates, Phase I as platted in Book 8 of Plats, pages 75-77 of the Records of the Campbell County Clerk, Gillette, Campbell County, Wyoming.

Purchaser offers to buy the above described property in fee simple for the purchase price of \$40,000 payable in cash upon closing. The Seller will reserve all of Seller's right, title and interest in and to oil, gas, coal bed methane gas, and other minerals.

Seller shall provide a current commitment for title insurance policy in an amount equal to the purchase price and shall deliver that commitment to the Purchaser prior to or at closing. Purchaser shall order and pay the cost of the title insurance. The commitment shall show that the Seller is conveying fee simple absolute title to the Premises. Seller will cause all mortgage[s] or other encumbrances against the Premises to be released of record before the closing. Purchaser shall pay the recording fees for the deed.

Title shall be merchantable in the Seller subject to payment or tender as above provided and subject to compliance with the other terms and conditions set out herein. The Seller shall execute and deliver a good and sufficient statutory warranty deed in favor of Purchaser, in the form attached hereto, including the release and waiver of all homestead rights, if any, and conveying the property, together with any oil, gas, or other mineral rights owned by the Seller subject only to the following:

- (a) The general taxes for 2013.
- (b) Easements for utilities;
- (c) Building and zoning regulations;
- (d) City, state and county subdivision laws;
- (e) Easement for oil and gas pipeline including coal bed methane;

General taxes for the year of closing, personal property taxes, water fees, sewer fees and any other ongoing costs shall be apportioned to the date of delivery of the deed. No lease shall extend beyond the closing date and Seller will secure release of any such encumbrance[s.]

A temporary construction easement, specifically including the right to survey, locate, construct and access the Premises and any associated utilities is hereby delivered to City upon execution of this agreement or as otherwise mutually agreed by the parties. Closing shall occur on or before _____, unless otherwise agreed in writing in advance.

The Seller agrees that prior to closing it will remove all personal property from the premises and will remove all live and/or dead weeds. All other fencing and appurtenances will become the Purchasers property at closing. The Seller agrees to indemnify and hold the Purchaser^s harmless for any and all liability for environmental hazards or responsibilities or liabilities caused by the Seller or its predecessors in interest.

The risk of loss shall transfer to the Purchaser upon Purchaser's actual and exclusive possession of the property.

If title is shown merchantable each party shall have the right to require specific performance of each and every provision of this Agreement and may, if necessary, bring an action in the Campbell County, Wyoming District Court to compel specific performance. The obligations and performances of this contract shall survive closing.

The Seller and signatories represent and warrant that any undersigned representative is an agent and member of the Seller with full authority to enter into this transaction and to bind the Seller to it.

Except as stated herein, time is of the essence in this Agreement.

Upon acceptance by the Seller this instrument shall become a binding contract between Seller and City and shall be binding upon and shall inure to the benefit of the respective parties hereto, their successors, representatives and assigns. This written agreement contains the entire agreement of the parties and shall not be amended, expanded or diminished except in writing by the parties with formalities equivalent to those of this agreement. Anything to the contrary notwithstanding, this agreement is subject to and contingent upon the approval of the Gillette City Council after the regular proceedings established by law.

If any legal action is instituted to enforce any of the terms of this agreement, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees and all costs of the action including court costs, expert witness fees and all other actual expenses incurred in the prosecution of the action.

This agreement shall not be filed of record, but a memorandum of it may be made of record in the office of the Campbell County Clerk by either party.

Purchaser, City of Gillette, Wyoming

Tom Murphy, Mayor,
City of Gillette Wyoming

Date

(S E A L)

ATTEST:

Karlene Abelseth, City Clerk

STATE OF WYOMING)
) ss.
County of Campbell)

The above and foregoing instrument was acknowledged before me by Tom Murphy, Mayor of the City of Gillette, Wyoming and Karlene Abelseh, City Clerk of City of Gillette, Wyoming, on _____, 2013.

Witness my hand and official seal.

My Commission Expires: _____ Notary Public

Seller: Ward Construction, LLC

BY: *Daniel Ward*
Daniel Ward

TITLE: _____

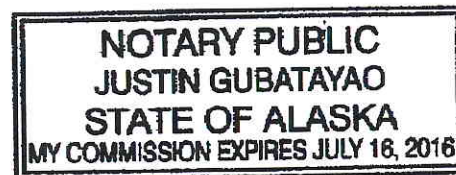
~~ALASKA~~
~~STATE OF WYOMING~~)
~~GATEWAY COUNTY~~) ss.
~~County of Campbell~~)

The above and foregoing instrument was acknowledged before me by Daniel Ward, the OWNER of Ward Construction, LLC this 10 day of JUNE, 2013, who states that his signature hereto is the free and voluntary act of Ward Construction, LLC.

Witness my hand and official seal.

My Commission Expires: JULY 16, 2016

Justin Gubatayao
Notary Public



Warranty Deed

Ward Construction, LLC, a Wyoming limited liability corporation, of 2308 4th Ave, Ketchikan, Alaska, 99901, hereinafter GRANTOR, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged do Grant and Convey and Warrant to the City of Gillette, Wyoming, a municipal corporation and city of the first class, hereinafter CITY or GRANTEE, of 201 East Fifth Street, Box 3003 Gillette, Wyoming, 82717 the following described real estate, situate in Campbell County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to wit:

DESCRIPTION

Lot 5, Block 3 of Bennor Estates, Phase I as platted in Book 8 of Plats, pages 75-77 of the Records of the Campbell County Clerk, Gillette, Campbell County, Wyoming.

Subject to all easements, reservations and restrictions of record. Together with all oil, gas, and other mineral rights owned by the Grantor.

Seller: Ward Construction, LLC

BY: *Daniel Ward*
Daniel Ward

TITLE: _____

~~ALASKA~~
~~STATE OF WYOMING~~)
~~GATEWAY COUNTY~~) ss.
~~County of Campbell~~)

The above and foregoing instrument was acknowledged before me by Daniel Ward, the OWNER of Ward Construction, LLC this 10 day of JUNE, 2013, who states that his signature hereto is the free and voluntary act of Ward Construction, LLC.

Witness my hand and official seal.

My Commission Expires: JULY 16, 2016

