

REAL ESTATE GIFT AGREEMENT

THIS AGREEMENT is made by and between **Robert F. Barlow**, as "Grantor", and the **City of Gillette, Wyoming**, as the "Grantee."

RECITALS

A) Grantor owns real property (the "Real Property") in Campbell County, Wyoming, described more specifically as follows:

A TRACT OF LAND LOCATED IN LOT 14 (SESW) OF SECTION 34 T.50N., R.72W. OF THE SIXTH PRINCIPAL MERIDIAN, CAMPBELL COUNTY, WYOMING BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND BEING BOUNDED ON THE NORTH BY A TRACT OF LAND DESCRIBED IN BOOK 1944 PAGE 410 IN THE RECORDS OF THE CAMPBELL COUNTY CLERK, GILLETTE, WYOMING, BOUNDED ON THE EAST BY THE CENTER ¼ SECTION LINE OF SAID SECTION 34, BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 34, AND BOUNDED ON THE WEST BY A LINE THAT IS THE SOUTHERLY EXTENSION OF THE WEST BOUNDARY LINE OF SAID PARCEL IN BOOK 1944 PAGE 410 TO THE SOUTH LINE OF SAID SECTION 34. SAID TRACT IS FURTHER SHOWN AND DESCRIBED ON THE DRAWING ATTACHED AS EXHIBIT "A". SEE ALSO THE WARRANTY DEED FROM BOOK 1944 OF PHOTOS PAGE 410 OF THE RECORDS OF THE CAMPBELL COUNTY CLERK REFERENCED ABOVE, ATTACHED AS EXHIBIT "B".

B) It is the desire of the Grantor to gift the Real Property and the desire of the Grantee to acquire the Real Property, as described more specifically in this Agreement.

AGREEMENT

In consideration of the covenants recited herein, and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, it is agreed as follows:

I.

Contingent Gift

The Grantor agrees to give to the Grantee, and the Grantee agrees to accept from the Grantor the Real Property on the terms and conditions set forth in this agreement, subject to and contingent upon a closing of a Real Estate Purchase Agreement between Robert F. Barlow, as Successor Trustee of the Molly S. Barlow Revocable Trust (dated 2-21-1992) and Hladky Investments, LLC of even date herewith. In the event such agreement with Hladky Investments, LLC fails to close, this agreement shall be void.

II.

Value

The Real Property shall be a gift from Grantor to Grantee upon a closing. The Grantor and Grantee shall execute an IRS Form 8283 as to such gift at closing. The Grantee provided an appraisal of the property by a certified appraiser but makes no representation or guarantee of the gift or market value of the Real Property.

III.

Closing

The closing date of this transaction shall be on or before the 30th day of December, 2015, (the "Closing Date") at the offices of First American Title Insurance Company, 406 S. Gillette Ave., Gillette, Wyoming, or a location to be mutually agreed upon by the Grantee and Grantor in Campbell County, Wyoming, or as soon thereafter as a survey of the Real Property can be completed. The parties shall equally divide the closing fee of the title company not to exceed \$250.00 each.

IV.

Possession Date

Grantee shall take possession of the Real Property on the Closing Date.

V.

Survey

The Grantee will promptly have the Real Property surveyed at its expense so as to describe the parcel being conveyed to Grantee. The parties shall use such surveyed description in the Warranty Deed from Grantor to Grantee at closing.

VI.

Default

Failure of any party to perform in accordance with the terms of this agreement may be deemed a default and entitle the other party to any or all remedies provided in this agreement or otherwise provided by law.

VII.

Title Insurance Claim

Grantee may obtain title insurance at Grantee's expense.

VIII.

Addresses

Addresses of the parties are as follows:

Grantor: Robert F. Barlow, Successor Trustee
c/o Dan B. Riggs
Lonabaugh and Riggs, LLP
50 E. Loucks Street
P.O. Drawer 5059
Sheridan, WY 82801

Grantee: City of Gillette
c/o Charles Anderson, City Attorney
P.O. Box 3003
Gillette, WY 82717

IX.

Real Estate Commission

It is agreed that there have been no brokerage, finders or real estate fees or commissions incurred in connection with this transaction which are payable by either party.

X.

Entire Agreement

This agreement supersedes all prior agreements and understandings and sets forth the entire understanding of the parties. No change, termination or waiver of any of the provisions hereof shall be binding unless in writing and signed and acknowledged by all the parties.

XI.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Wyoming.

XII.

Binding Effect

This agreement shall be binding upon and inure to the benefit of the parties named herein and their respective executives, administrators, heirs, successors and assigns.

XIII.

Homestead

The Grantor does hereby release and waive all rights under and by virtue of the Homestead Exemption Laws of the State of Wyoming.

XIV.

Vacant Land Disclosure Statement Waiver

Grantee and Grantor hereby waive the requirements for vacant land disclosures required in Section 34-1-151 of the Wyoming Statutes.

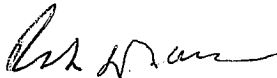
XV.

Execution in Duplicate

This agreement may be executed in duplicate or by facsimile.

EXECUTED this 8th day of December, 2015.

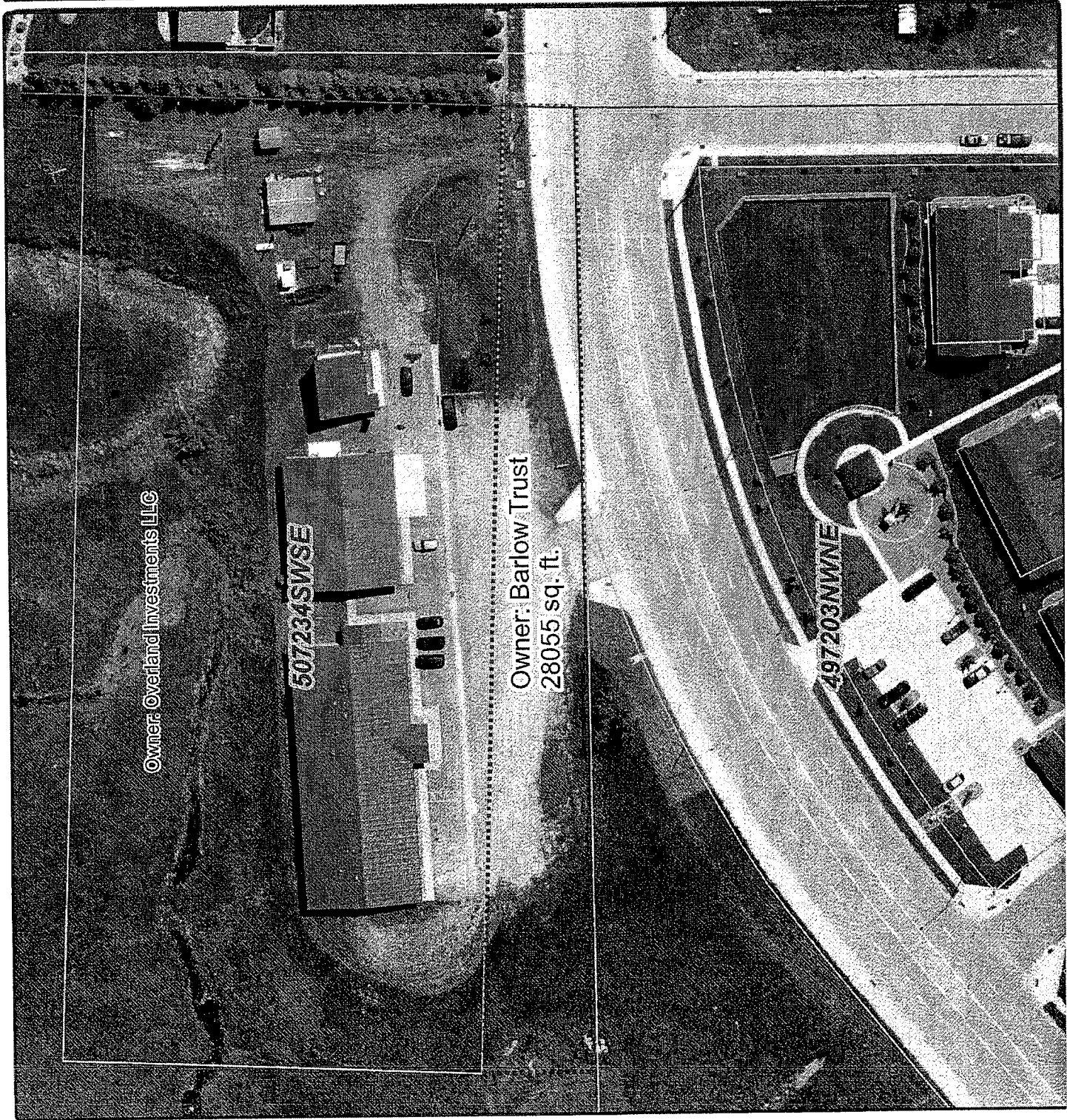
Grantor:
ROBERT F. BARLOW



Robert F. Barlow

Grantee:
CITY OF GILLETTE, WYOMING

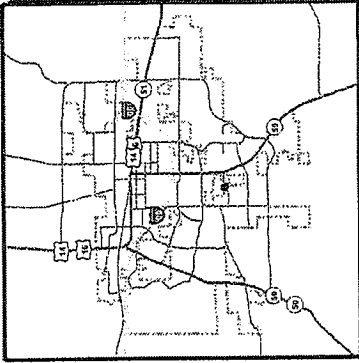
By: _____
Louise Carter-King, Mayor



CITY OF GILLETTE



GIS Division
P.O. Box 3003
Gillette, Wyoming 82717-3003
Phone (307) 686-5364
www.gillettewy.gov



Legend



Land Survey Parcels

BLM Quarter Quarter

EXHIBIT

A

THE INFORMATION ON THIS DRAWING WAS OBTAINED FROM
RECORDS AND DESIGN DRAWINGS. THE CITY OF GILLETTE MAKES NO
GUARANTEE REGARDING THE ACCURACY OF THIS DRAWING OR
THE INFORMATION CONTAINED THEREIN.

Y:\GIS Work\Administration
IOWA\acquisition\BarlowEasement\

Attachment1.mxd

0 40 80

Feet



December 03, 2015

Service With P.R.D.E.

Productivity Responsibility Integrity Innovation

Enthusiasm

829322

WARRANTY DEED

Garland Consulting, LLC, a Wyoming limited liability company, GRANTOR, for TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid, CONVEYS AND WARRANTS to Overland Investments, LLC, a Wyoming limited liability company, GRANTEE, whose address is Overland Building, 208 E. Garfield Street, Suite 201, Laramie, Wyoming 82070, the following described real estate, to wit:

A tract of land being situated in Tract D of the Hitt Estates, formerly described as the SE¼SW¼ of Section 34, T50N, R72W of the Sixth Principal Meridian, Campbell County, Wyoming according to the Map entitled "LANDS OF THE HITT ESTATE" as recorded in the District Court Order in Book 144, Page 524 in the records of the Campbell County Clerk. Said tract of land being described more particularly as follows: Commencing at the southeast corner of said Tract D of the Hitt Estates; thence N 01°59'00" E along the east line of said Tract D of the Hitt Estates a distance of 37.15 feet to a point that is 33.00 feet northerly of a sanitary sewer line centerline and the True Point of Beginning; thence N 88°21'40" W parallel to and 33.00 feet northerly of the said sanitary sewer line centerline a distance of 547.19 feet; thence N 01°59'00" E parallel to the said east line of Tract D of the Hitt Estates a distance of 238.82 feet; thence S 88°21'40" E parallel to the said sanitary sewer line centerline a distance of 547.19 feet to the said East line of Tract D of the Hitt Estates; thence S 01°59'00" W along the said east line of Tract D of the Hitt Estates a distance of 238.82 feet to the Point of Beginning.

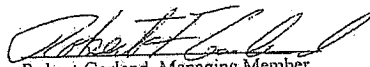
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining and all improvements thereon.

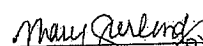
SUBJECT to easements, reservations, covenants and restrictions presently of record in the office of the County Clerk for Campbell County, Wyoming.

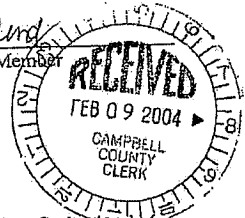
Robert Garland and Mary Garland have never occupied the premises as their residence, and further, release and waive all rights under and by virtue of the homestead and exemption laws of the State of Wyoming.

Executed this 30th day of January, 2004.

GARLAND CONSULTING, LLC, a Wyoming limited liability company:


Robert Garland, Managing Member

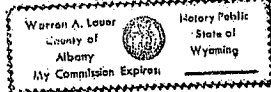

Mary Garland, Member



STATE OF WYOMING)
)ss.
COUNTY OF CAMPBELL)

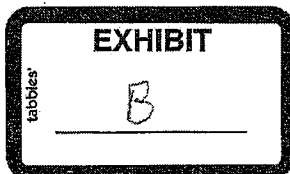
The foregoing Warranty Deed was acknowledged personally before me by Robert Garland and Mary Garland, Managing Member and Member, respectively, of Garland Consulting, LLC, a Wyoming limited liability company, this 30th day of January, 2004.

Witness my hand and official seal.




NOTARY PUBLIC

My commission expires: 3-17-2007



STATE OF WYOMING) ss.
Campbell County)
Filed for record this 9th day of February, A.D., 2004, at 8:42 o'clock a M., and recorded in Book 1944
of Photos on page 410 Fees \$ 8.00 829322
By Deanna Saunders RECORDED
County Clerk and Ex-Officio Register of Deeds INDEXED
CHECKED