

OFFER TO ACQUIRE 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 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 Bank of the West, a California banking corporation, as successor by merger with Community First National Bank, of 180 Montgomery Street, San Francisco, California, 94104, hereinafter "Seller".

The Premises consists of a parcel in which to locate the right of way for a portion of an extension of East Boxelder Road, the entire area consists of 1,947 square feet more or less, described on the attached exhibit and drawing attached thereto labeled Exhibit "A" and incorporated herein by reference.

The City hereby offers (and the Seller accepts the offer) to acquire the Premises in exchange for the consideration stated below.

Seller shall provide a current commitment for the title insurance in the amount of at least \$15,000 and shall deliver the commitment to the City prior to July 31, 2016. The City shall 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 mortgages against the Premises to be released of record before closing. The City shall pay the recording fees for the deed.

Title shall be shown merchantable in the Seller subject to payment tender or exchange as provided hereafter and subject to compliance with the other terms and conditions set out herein. The Seller shall execute and deliver a Quitclaim deed in favor of City. General taxes and special assessments for the year of closing shall be apportioned to August 1, 2016.

In exchange for conveyance of the Premises the City will provide the consideration as follows:

- 1.) The City shall pay the Seller at closing, \$14,652.72 for the parcel described in Exhibit A.

Closing shall occur on or before August 1, 2016, however if there are a large number of preliminary and/or curative performances necessary to effect the intent of this agreement, the City may upon written notice postpone closing one or more times as may be necessary to obtain any other legal or administrative requirements to accomplish the considerations provided herein. If Closing is extended beyond August 1, 2016, City will be responsible to reimburse Seller for all additional general taxes and special assessments incurred.

AS-IS. Prior to the Closing, City will have:

(a) examined and inspected the Premises and will know and be satisfied with the physical condition, quality, quantity and state of repair of the Premises in all respects (including, without limitation, the compliance of the Property with the Americans With Disabilities Act of 1990 Pub.L. 101-336, 104 Stat. 327 (1990), and any comparable local or state laws (collectively, the “ADA”) and by proceeding with the closing of this transaction shall be deemed to have determined that the same is satisfactory to City;

(b) reviewed the Premises information and all instruments, records and documents which City deems appropriate or advisable to review in connection with this transaction, and City, by proceeding with the closing of this transaction, shall be deemed to have determined that the same and the information and data contained therein and evidenced thereby are satisfactory to City;

(c) reviewed all applicable laws, ordinances, rules and governmental regulations affecting the development, use, occupancy or enjoyment of the Premises, and City, by proceeding with the closing of this transaction, shall be deemed to have determined that the same are satisfactory to City; and

(d) at its own cost and expense, made its own independent investigation respecting the Premises and all other aspects of this transaction, and shall have relied thereon and on the advice of its consultants in entering into this agreement, and City, by proceeding with the closing of this transaction, shall be deemed to have determined that the same are satisfactory to City.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS SALE IS MADE AND WILL BE MADE WITHOUT REPRESENTATION,

COVENANT, OR WARRANTY OF ANY KIND (WHETHER EXPRESS, IMPLIED, OR, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STATUTORY) BY SELLER. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, CITY AGREES TO ACCEPT THE PREMISES ON AN "AS IS" AND "WHERE IS" BASIS, WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATION OR WARRANTY, ALL OF WHICH SELLER HEREBY DISCLAIMS. NO WARRANTY OR REPRESENTATION IS MADE BY SELLER AS TO FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, CONDITION, OPERATION OR INCOME, COMPLIANCE WITH DRAWINGS OR SPECIFICATIONS, ABSENCE OF DEFECTS, ABSENCE OF HAZARDOUS OR TOXIC SUBSTANCES, ABSENCE OF FAULTS, FLOODING, OR COMPLIANCE WITH LAWS AND REGULATIONS INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO HEALTH, SAFETY, AND THE ENVIRONMENT INCLUDING, WITHOUT LIMITATION, THE ADA. SELLER ACKNOWLEDGES THAT CITY HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC USE, COMPLIANCE, AND LEGAL CONDITION OF THE PREMISES AND THAT CITY IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS AND WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PREMISES. ADDITIONALLY, CITY AND SELLER HEREBY AGREE THAT, (A) CITY IS TAKING THE PREMISES "AS IS" WITH ALL LATENT AND PATENT DEFECTS AND THERE IS NO WARRANTY BY SELLER THAT THE PREMISES IS FIT FOR A PARTICULAR PURPOSE, (B) CITY IS SOLELY RELYING UPON ITS EXAMINATION OF THE PREMISES, AND (C) CITY TAKES THE PREMISES UNDER THIS AGREEMENT UNDER THE EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

WITH RESPECT TO THE FOLLOWING, CITY FURTHER ACKNOWLEDGES AND AGREES THAT SELLER SHALL NOT HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY OF ANY KIND AND THAT SELLER HAS MADE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND:

1. THE CONTENT OR ACCURACY OF ANY REPORT, STUDY, OPINION OR CONCLUSION OF ANY SOILS, TOXIC, ENVIRONMENTAL OR OTHER ENGINEER OR OTHER PERSON OR ENTITY WHO HAS EXAMINED THE PREMISES OR ANY ASPECT THEREOF;

2. THE CONTENT OR ACCURACY OF ANY OF THE ITEMS (INCLUDING, WITHOUT LIMITATION, THE PREMISES INFORMATION) DELIVERED TO CITY PURSUANT TO CITY'S REVIEW OF THE CONDITION OF THE PREMISES; OR

3. THE CONTENT OR ACCURACY OF ANY PROJECTION, FINANCIAL OR MARKETING ANALYSIS OR OTHER INFORMATION GIVEN TO CITY BY SELLER OR REVIEWED BY CITY WITH RESPECT TO THE PREMISES.

CITY IS, OR WILL BE AS OF THE CLOSING, FAMILIAR WITH THE PREMISES AND ITS SUITABILITY FOR CITY'S INTENDED USE. THE PROVISIONS OF THIS SECTION SHALL SURVIVE INDEFINITELY ANY CLOSING OR TERMINATION OF THIS AGREEMENT AND SHALL NOT BE MERGED INTO THE DOCUMENTS EXECUTED AT CLOSING.

CITY'S INITIALS _____

The Seller and its 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. The Seller represents and warrants that it holds or will obtain, by date of closing, fee simple, merchantable, title to the property, encumbered only as specifically excepted herein.

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

Upon acceptance by the Seller in writing 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.

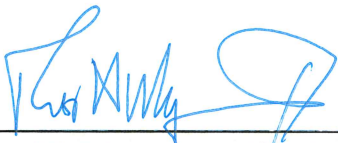
City of Gillette, Wyoming

Louise Carter-King, Mayor
City of Gillette Wyoming

Date

By their signatures Seller accepts the foregoing offer to purchase the Premises listed above.

Seller, **Bank of the West, a California banking corporation:**



Ross H. Wegener, Vice President

July 7, 2016



Stanley Olson, Senior Vice President