

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 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 Northwest Distributing Co., Inc., of 2161 Coffeen Ave., Suite 503, Sheridan, Wyoming 82801-5772, hereinafter "Seller" or "Northwest".

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 2724 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. The Seller will reserve all of Seller's right, title and interest in and to oil, gas, coal bed methane gas, and other minerals in the premises. In addition to the consideration stated herein, the Seller, upon its acceptance of this offer, but before closing, agrees to grant the City a temporary easement specifically including the right to survey, perform geotechnical investigations and stake the location of East Boxelder Road within the Premises described in Exhibit A.

Seller shall provide a current commitment for the title insurance in the amount of at least \$20,430.00 and shall deliver the commitment to the City prior to closing. The City 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 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 good and sufficient statutory warranty deed in favor of Purchaser, in the form attached hereto as Exhibit "B", including the release and waiver of all homestead rights, if any, and conveying the property, excepting minerals, free and clear of all liens and encumbrances, except:

- a) The general taxes for 2017;
- b) Easement(s) for utilities;
- c) Building and zoning regulations;
- d) City, state and county subdivision laws;

General taxes for the year of closing, personal property taxes, and any other on-going costs shall be apportioned to the date of delivery of the deed. Any leases which extend beyond the closing date which were prepaid shall be prorated between the Purchaser and the Seller as of the day of closing.

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

- 1.) The City shall pay the Seller at closing, \$20,430.00 for the parcel described in Exhibit A, containing 2724 square feet, at \$7.50/foot..
- 2.) Seller shall also grant City a Temporary Construction Easements to the extent of ten additional feet on the Southern boundary of this tract of land to be used for construction activities during the widening project on Boxelder Road and for reclamation activities for a reasonable time thereafter.
- 3.) It is agreed that upon completion of use of the Construction Easement, the City will restore the surface and any areas disturbed during construction to a condition substantially equal to their condition before construction.

The performances required herein by the City involving City projects, improvements, construction, etc. shall survive closing, but they shall be accomplished, except where otherwise stated, only in the City's own due course. This agreement shall not be construed to require the City to accelerate any of its projects or to begin or complete any project, nor shall it give the Seller any right to control, direct, supervise or mandate any City design, approval, revision, construction or completion of any City project.

Possession of Premises and a temporary construction easement, and a temporary easement specifically including the right to survey, locate, construct and

use the extension of East Boxelder Road as planned and locate or install 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 April 1, 2017, 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.

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.
Purchaser, City of Gillette, Wyoming

Louise Carter-King, Mayor

Date

City of Gillette Wyoming

(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 Louise Carter-King, Mayor, City of Gillette, Wyoming and Karlene Abelseth, City Clerk, City of Gillette, Wyoming on _____, 2017.

Witness my hand and official seal.

My Commission Expires: _____
Notary Public

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

Seller, **NORTHWEST DISTRIBUTING CO., INC.:**

Torrey W. Moody
Torrey W. Moody, President

STATE OF WYOMING)
) ss.
County of Sheridan)

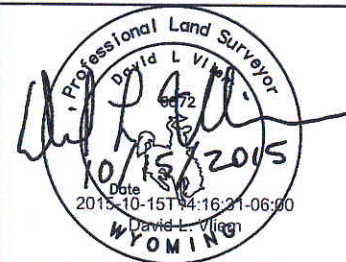
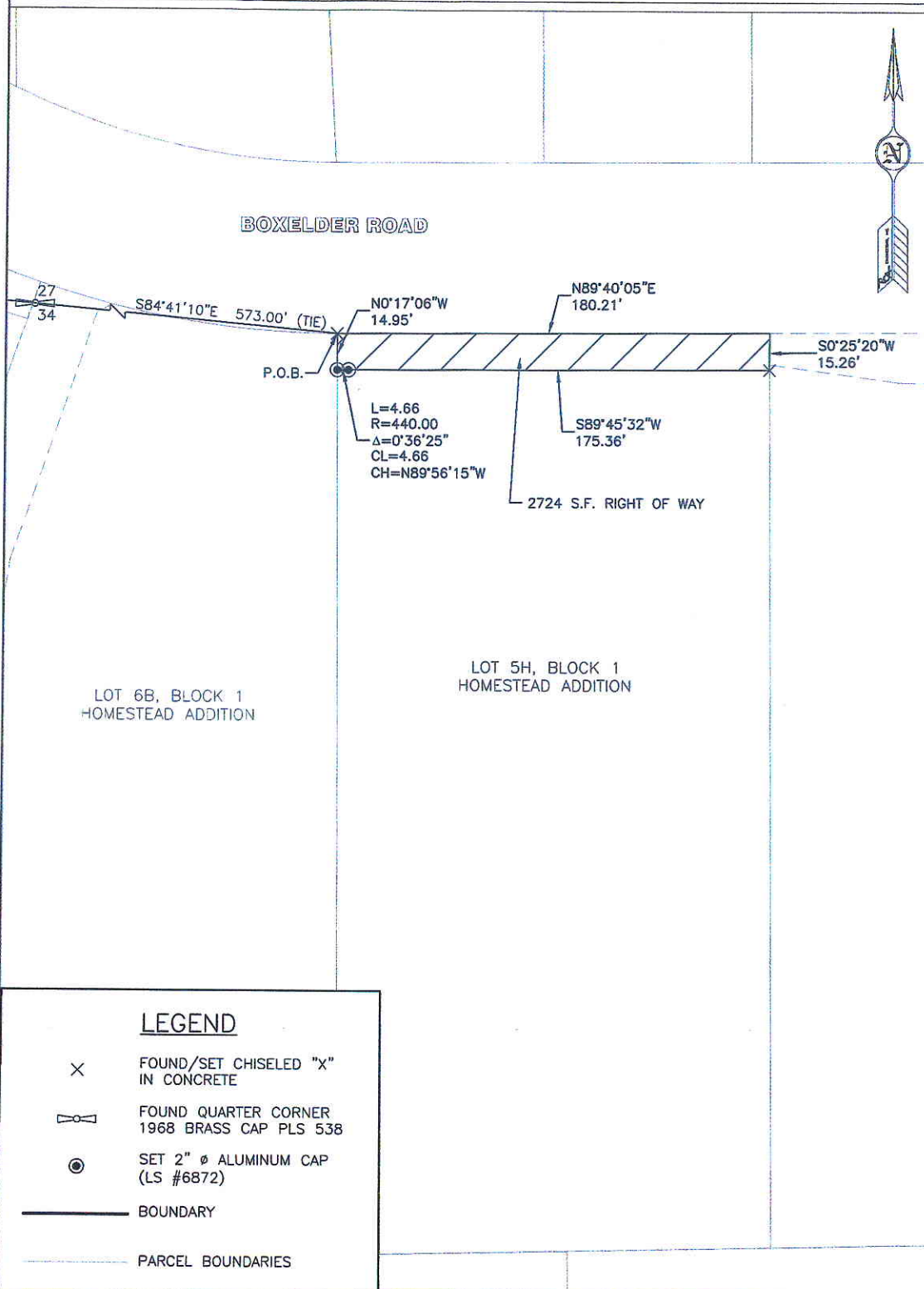
The above and foregoing instrument was acknowledged before me by **Torrey W. Moody**, the President of **NORTHWEST DISTRIBUTING CO., INC.** this 3 day of March, 2017.

Witness my hand and official seal.

My Commission Expires: 09/28/2019
Notary Public

Sheila L Newcomb





LOT 5H, BLOCK 1
HOMESTEAD ADDITION
RIGHT OF WAY
ACQUISITION
SECTION 34, T50N,
R72W OF THE 6TH P.M.,
CITY OF GILLETTE,
CAMPBELL COUNTY,
WYOMING

FOR:
CITY OF GILLETTE
P.O. BOX 3003
GILLETTE, WYOMING 82717
(307) 686-5265
Project No. 153744.00
Scale: 1" = 50'
Drawn By: SMS
Date: OCTOBER, 2015

Warranty Deed

Northwest Distributing Co., Inc., of 2161 Coffeen Ave., Suite 503, Sheridan, Wyoming 82801-5772, 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 does 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:

LEGAL DESCRIPTION

A Parcel of land lying within Lot 5H, Block 1 of the Homestead Addition of the City of Gillette, Campbell County, Wyoming, according to the official plat thereof, recorded with the Campbell County Clerk and Ex-Officio, Recorder of Deeds, and shown on the attached Exhibit A, which is described below:

A parcel located in Lot 5H, Block 1 Homestead Addition, in the N1/2 of Section 34, T50N, R72W of the 6th P.M., Campbell County, Wyoming, as recorded in Book 7 of Plats, Page 188 of the Campbell County Clerks records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 34, being monumented by a 1968 brass cap stamped PLS 538;

Thence S84°41'10"E, 573.00 feet to the northwest corner of said Lot 5H being on the south right of way of the existing Boxelder Road, monumented by a chiseled "X" in concrete and being the point of beginning;

Thence along said existing south right of way, N89°40'05"E, 180.21 feet to the northeast corner of said Lot 5H;

Thence along the easterly boundary of said Lot 5H, S00°25'20"W, 15.26 feet to the new south right of way of Boxelder Road, a chiseled "X" in concrete;

Thence along said new south right of way, S89°45'32"W, 175.36 feet to a non-tangent curve concave to the north, monumented by an aluminum cap stamped PLS 6872;

Thence continuing along said new south right of way, through said curve with a delta angle of $00^{\circ}36'25''$, a radius length of 440.00 feet, an arc length of 4.66 feet, a chord bearing of $N89^{\circ}56'15''W$ and a chord length of 4.66 feet to an aluminum cap stamped PLS 6872;

Thence along said westerly boundary, N00°17'06"W, 14.95 feet to the point of beginning.

Said parcel contains 2724 square feet more or less.

The basis of bearing for this legal description and for the attached Exhibit "A" is the City of Gillette Horizontal Control Network.

Subject to all easements, reservations, restrictions, encumbrances, and surface use agreements of record. Reserving unto Grantor, all oil and gas, and other minerals and mineral rights existing under said above lands and premises or appurtenant thereto.

DATED THIS 20 day of June, 2017.

Grantor: **NORTHWEST DISTRIBUTING CO., INC.**

By: Torrey W. Moody, President

Date _____

STATE OF Wyoming)
) ss.
County of Sheridan)

The above and foregoing instrument was acknowledged before me by **Torrey W. Moody**, the President of **NORTHWEST DISTRIBUTING CO., INC.** this _____ day of _____, 2017.

Witness my hand and official seal.

My Commission Expires: _____ Notary Public