



FIRST RIGHT OF REFUSAL FOR PURCHASE OF REAL PROPERTY

ORIGINALLY OWNED BY THE ALICE N. WESTLING TRUST

COME NOW, the beneficiaries of the Alice N. Westling Trust, they being **Ronald E. Westling, David E. Westling, Carol A. Westling, Glen A. Westling, and Glen A. Westling, Trustee of the Alice N. Westling Trust** and each through execution hereof, grants and retains a first right of refusal upon the real property originally owned by the Alice N. Westling Trust, and which is contemplated to be sold by the Alice N. Westling Trust to Ronald E. Westling.

WITNESSETH:

WHEREAS, the Alice N. Westling Trust, holds title to certain real property situate within the State of Wyoming. The real property titled in the name of the Alice N. Westling Trust is more particularly described in the attached *Exhibit A*, which is incorporated herein by reference, and is hereinafter referred to as the "Real Property"; and

WHEREAS, the assets of the Alice N. Westling, including the Real Property described above are to be distributed among the beneficiaries listed above; and

WHEREAS, the parties signatory are the beneficiaries of the Alice N. Westling Trust

WHEREAS, the Real Property owned by the Alice N. Westling Trust shall constitute a portion of the assets to be distributed upon conclusion of the Alice N. Westling Trust; and

WHEREAS, the parties signatory, as beneficiaries, each wish to grant and retain a first right of refusal to purchase the Real Property after the transfer of the Real Property to Ronald E. Westling.

NOW, THEREFORE, for the sum of Ten Dollars (\$10) in hand paid, and other good and valuable consideration, including the rights granted hereunder and the performance required by each of the parties signatory of the terms and conditions hereof, it is agreed by and among the parties signatory as follows:



1. The Real Property owned by Alice N. Westling Trust is that more particularly described in the attached *Exhibit A*.

2. Through the operation of the Alice N. Westling Trust Agreement each of the beneficiaries is entitled to an equal share of the trust corpus which shall include the Real Property.

3. Each party signatory hereby grants to the other parties signatory, and individually retains a first right of refusal to purchase the Real Property. This first right of refusal shall be effective upon the sale of the Real Property to Ronald E. Westling.

4. The first right of refusal shall remain in full force and effect while the Real Property is owned by Ronald E. Westling.

5. The first right of refusal granted hereunder, shall only be individually binding upon and be a right held by the parties signatory. Upon the death of any party signatory the first right of refusal held by the deceased party signatory shall lapse and be of no further force and effect and shall not inure to the benefit of their heirs, successors, and assigns of that party signatory.

6. After the Real Property is sold to Ronald E. Westling, the following shall occur with regard to the first right of refusal:

a. If Ronald E. Westling intends at any time to sell the Real Property, he shall notify the signatories hereto of that intent; and

b. Ronald E. Westling shall offer, through a writing submitted to each of the other beneficiaries listed above, to sell the Real Property, at the appraised price provided by an independent and properly Wyoming certified appraiser; and

c. Within Fifteen business days of receipt of the offer, each beneficiary may then accept the offer through submission of a written notice of acceptance, in which the



respective Beneficiary shall state that he/she shall purchase the Real Property offered at the sales price listed above; and

d. In the event more than one of the Beneficiaries accepts the offer to sell, Ronald E. Westling shall notify, in writing, each Beneficiary accepting the offer that the offer has been accepted by more than one Beneficiary. Within Ten (10) business days of receipt of this latter notice from Ronald E. Westling, each accepting Beneficiary shall submit, in writing to the Ronald E. Westling, an offer to purchase the offered Real Property for a purchase price above the price for the purchase of the Real Property listed herein. Ronald E. Westling shall then sell the offered Real Property to the accepting Beneficiary offering the highest purchase price above the price set out above. In the event an originally accepting Beneficiary shall fail to submit a purchase price offer which exceeds price listed above for the Real Property following notice by the Ronald E. Westling, such Beneficiary shall be deemed for all purposes to have withdrawn his/her original offer. Further, upon a deemed withdrawal of offer, it shall be deemed for all purposes that the Beneficiary whose offer was deemed withdrawn shall for all purposes have waived his/her first right of refusal with regard to the Real Property offered for sale.

e. In the event none of the Devisees shall accept the original offer submitted by Ronald E. Westling, it shall be deemed for all purposes that those Beneficiaries failing to accept the offer have fully waived their first right of refusal, and Ronald E. Westling shall be entitled to sell the offered Real Property.

7. For the purposes of this agreement, a sale or Ronald E. Westling's intent to sell shall include any type of transfer of the Real Property including but not limited to gift, trade, devise, mortgage, encumbrance or lien.

8. The first right of refusal retained/granted herein is acknowledged by all parties signatory to be a Personal Right vested singularly in each party signatory. Further, that such



right of refusal shall not extend to and be binding upon the heirs, successors, and assigns of the parties' signatory.

9. **Miscellaneous:**

a. **Attorney's Fees.** In the event any party having an interest under this Agreement retains an attorney for the purpose of enforcing his/her rights hereunder, with or without litigation, and said party prevails in enforcing said rights, the non-prevailing party agrees to reimburse the prevailing party's reasonable attorney's fees and costs expended.

b. **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs and successors.

c. **No Right of Assignment.** The respective first right of refusal granted hereunder may not be assigned by any party signatory to any third party

d. **Counterpart Execution: Facsimile Execution.** This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. The parties agree that this Agreement may be signed and transmitted by facsimile, and that signed documents transmitted via facsimile shall be binding upon the parties.

e. **Entire Agreement.** All representations made in the negotiations for execution of this Agreement have been incorporated herein. There are no verbal agreements between the parties signatory to modify the terms and conditions of this Agreement. This Agreement may be amended only through a writing signed by all parties.

f. **Further Assurances.** After full execution of this Agreement, the parties signatory each acknowledge and represent that they shall execute, acknowledge, and deliver or cause to be executed, acknowledged, and delivered such other instruments and take such other actions as may be necessary or advisable to carry out their obligations under this Agreement



and under any document, certificate or other instrument delivered pursuant hereto.

g. **Gender and Number.** Whenever it shall be necessary to interpret this Agreement, the masculine, feminine and neuter personal pronouns may be construed interchangeably and the singular shall include the plural and the plural the singular.

h. **Severability.** Should any provision of this Agreement be declared invalid or unenforceable for any reason, such decision shall not affect the validity or enforceability of the remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated.

i. **Time is of the Essence.** Time is of the essence in all matters pertaining hereto.

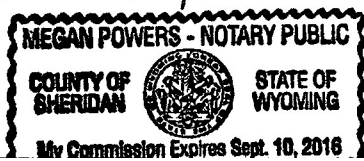
j. **Waiver.** Should the violation of any condition or covenant herein be waived by either party to this Agreement, such waiver shall not be construed as a waiver of subsequent violations of the same or other conditions.

k. **Controlling Law.** In the event any party signatory shall choose to litigate any dispute arising from or in any matter relating to this Agreement, it is agreed that such litigation shall only be conducted before the state or federal courts of the State of Wyoming. Further, this Agreement shall be interpreted under and in accordance with Wyoming law. Lastly, each party signatory acknowledges and agrees that if litigation is commenced upon any dispute arising from or relating to this Agreement, that each party confesses in person and subject matter jurisdiction before the state and federal courts of the State of Wyoming.

THIS AGREEMENT shall become effective upon the latest date appearing below following the signature lines for each of the parties' signatory.

State of Wyoming
 County of Sheridan
 Ronald Westling appeared before
 me this 14th day of June 2015


 Ronald E. Westling
 Dated: 6/16/15



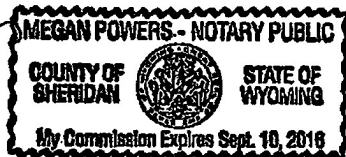


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THIS AGREEMENT shall become effective upon the latest date appearing below following the signature lines for each of the parties' signatory.

Ronald E. Westling appeared before
me this 29th day of May 2015
State of Wyoming
County of Sheridan

Meghan



Ronald E. Westling

Dated:

5/19/15

Ronald E. Westling

David E. Westling

Dated:

5/26/15

David E. Westling

Carol A. Fields

Dated:

Glen A. Westling

Dated:

Glen A. Westling, Trustee of the Alice N.
Westling Trust

Dated:

David E. Westling appeared
before me on this 26th day of
May, 2015, and signed this
document.

Kathy R. Lussauer



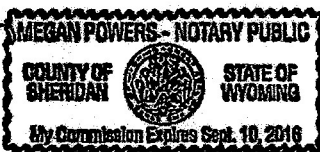


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Ronald E. Westling appeared before me this 29th day of May 2015
State of Wyoming
County of Sheridan

[Signature]



Ronald E. Westling
Dated: 5/19/15

[Signature: Ronald E. Westling]

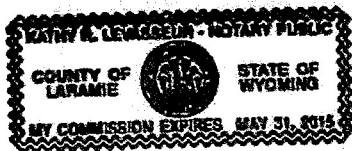
David E. Westling

Dated: 5/26/15

[Signature: David E. Westling]

David E. Westling appeared before me on this 26th day of May, 2015, and signed this document.

[Signature: Kathy R. Lussauer]



Carol A. Fields

Dated: 5/26/15

[Signature: Carol A. Fields]

Glen A. Westling

Dated: 5/16/15

[Signature: Glen A. Westling]

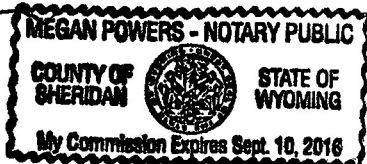
[Signature: Glen A. Westling]
Glen A. Westling, Trustee of the Alice N. Westling Trust

Dated: 5/16/15

[Signature]

Carol A. Fields appeared before me this 26th of May 2015
State of Wyoming
County of Sheridan

[Signature]

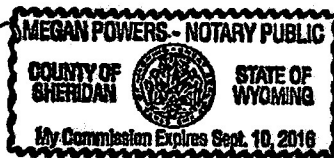


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Ronald E. Westling appeared before me this 29th day of May 2015
State of Wyoming
County of Sheridan

[Signature]



Ronald E. Westling
Dated: 5/19/15

[Signature: Ronald E. Westling]

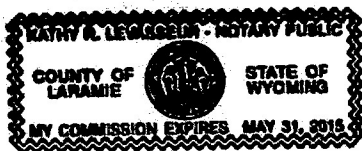
David E. Westling

Dated: 5/26/15

[Signature: David E. Westling]

David E. Westling appeared before me on this 26th day of May, 2015, and signed this document.

[Signature: Kathy R. Lussauer]



Carol A. Fields

Dated:

Glen A. Westling

Dated: 5/16/15

[Signature: Glen A. Westling]

Glen A. Westling, Trustee of the Alice N. Westling Trust

Dated: 5/16/15

[Signature: Glen A. Westling]



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Sacramento)

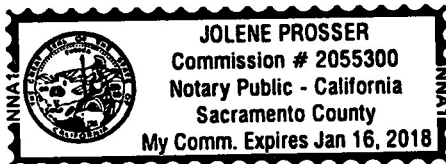
On 5/16/15 before me, Jolene Prosser, notary
Date Here Insert Name and Title of the Officer

personally appeared Glen Westling
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jolene Prosser
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: First Right of Refusal Document Date: 5/16/15
Number of Pages: 6 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Glen Westling

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☒ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



2015-720366 7/1/2015 10:58 AM PAGE: **10** OF **10**
BOOK: 554 PAGE: 78 FEES: \$39.00 SM AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

EXHIBIT "A"
LEGAL DESCRIPTION

A tract of land located in the W1/2SE1/4 of Section 9, Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, described as follows:

Beginning at a point on the centerline of Beckton Hall County Road located North 1022.1 feet from the S1/4 corner of said Section 9; thence along said centerline North 1113.2 feet to the centerline of Wyoming Highway 331; thence along said Wyoming Highway 331 centerline, N68°25'E, 426.3 feet; thence leaving said centerline, S18°34'E, 64.4 feet to the centerline of Big Goose Creek; thence up the centerline of said Big Goose Creek, S49°53'W, 75.4 feet; thence S7°33'W, 119.3 feet; thence S15°35'E, 105.8 feet; thence S3°15'E, 159.2 feet; thence S30°23'W, 218.8 feet; thence S23°08'W, 285.2 feet; thence leaving said centerline of Big Goose Creek S61°20'E, 173.5 feet to the centerline of a 24 foot wide access road; thence along the centerline of said access road, S38°26'W, 148.0 feet; thence S59°04'W, 254.9 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land conveyed to the State Highway Commission of Wyoming by Quitclaim Deed recorded in the office of the Sheridan County Clerk on January 20, 1992 in Book 347 of Deeds at Page 283.

ALSO EXCEPTING THEREFROM a tract of land conveyed to the State Highway Commission of Wyoming by Quitclaim Deed recorded in the office of the Sheridan County Clerk on January 20, 1992 in Book 347 of Deeds at Page 284.

NO. 2015-720366 AGREEMENT - LEGAL
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
SCTIA
SHERIDAN WY 82801