

Steve Henry

Subject: Sealed Bid: South 27th Street Property

June 6, 2017

City Administrator's Office

City Clerk

210 North 27th Street

Billings, MT 59101

Sealed Bid: South 27th Street Property

Bid Amount: \$5.62 / Square Foot (\$15,736 +/-)

Name of Bidder: Stephen Henry – Managing Member

Signature of Bidder: 

Garden Avenue Properties

P.O. Box 30735

Billings, MT 59107

Phone: (303) 709-5759

Email: skhturbo@gmail.com

Property Facts:

Address	1100 block of S. 27th Street
Tax ID	A15996A
Zoning	South 27th Street Permit Zoning District
Block / Lot	N. 20' of Lot 21, Block 25, Sugar Factory Addition
Lot Square Footage	2,800 +/-

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date June 6, 2017

THE EXECUTION OF THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD SEEK COMPETENT LEGAL ADVICE IF NOT UNDERSTOOD. THIS IS A LEGAL AND BINDING CONTRACT.

1. PARTIES AND PROPERTY:

C-Store Properties, LLC Buyer, taking title as:
 Joint tenants with rights of survivorship, Tenants in common, Single in his/her own name, Other _____
agrees to buy, and the Seller agrees to sell on the terms and conditions set forth in this Contract, the following described real property
in the City of Billings County of Yellowstone State of Montana
Properly commonly known as: vacant lot in 1100 Block of S. 27th Street of about 2,800 sq. Feet
Legal description of the Property: North 20' of Lot 21, Block 25, Sugar Factory Addition

If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the title company referred to in Section 10.

2. PURCHASE PRICE AND TERMS:

The purchase price shall be \$ 15,000 payable in U.S. Dollars by Buyer as follows:

\$ 5,000 (A) Earnest Money in the form of Personal Check Cashiers Check Other To be:

1) Held and not deposited until acceptance by all parties.

2) Deposited within 3 business days of acceptance.

Earnest Money to be held by American Title Broker Attorney Title Company

in a trust account on behalf of both Seller and Buyer. Broker is authorized to deliver the earnest money deposit to the closing agent, if any, at or before closing. Parties agree that interest accruing on earnest money, if any, while deposited shall be payable to Broker in consideration for services rendered. The undersigned sales representative hereby acknowledges receipt from Buyer of the above noted Earnest Money.

\$ 10,000 (B) Cash at closing, plus Buyer's closing costs, to be paid by Buyer at closing by cashier, certified check or electronic funds.

\$ _____ (C) Seller to finance Buyer's purchase under the following terms and conditions: _____

\$ _____ (D) Assumption of Existing Financing: _____

\$ 15,000 TOTAL PURCHASE PRICE

Additional Provisions: _____

3. PERSONAL PROPERTY AND FIXTURES:

The following personal property shall be included in this sale and transferred by Bill of Sale at closing.

Security Deposits Signs Dumpster(s) _____

The following personal property is leased and not included in the sale: _____

Fixtures: All permanently installed fixtures and fittings that are attached to the Property are included in the purchase price, such as electrical, plumbing, and heating fixtures, built in appliances, attached floor coverings, antennas, coolers or air conditioners, mailbox, and trees and shrubs, if any, except _____



AW
Buyers initials

Sellers initials