



MEMORANDUM

From: Steve Zeier, Zeier Consulting, LLC

To: SBURA Board of Directors

Date: March 6th, 2018

RE: King & King, LLC Application for TIF Funds

King & King, LLC has submitted the attached TIF Assistance Application for your consideration at the March 6th, 2018 meeting of the South Billings Urban Renewal Association Board of Directors.

This project is an outgrowth of the desire of the owners of the Kings Ace Hardware store on State Ave to improve the neighborhood and improve the public facilities. In addition, this project will create a commercial parcel that is available for future development. This project is in conformance with the South Billings Master Plan as greater community safety through the built environment was a general recommendation of the plan.

The TIF application is for a request of \$253,517.82 for TIF eligible improvements. These improvements include demolition of existing site conditions and a vacant house, utility improvements to provide utilities to the current and future parcel, curb, gutter, and sidewalk adjacent to Van Buren & State Ave, hard surface parking and landscaping improvements. This property is currently under the property tax assistance program and is not paying the full assessment. The new owner would be assessed the full amount and would also make

improvements to add to the tax base. The potential for the development of the parcel next door is an added incentive though is farther off in terms of timing.

In summary, a recommendation for approval of this application is being forwarded for the following reasons:

- 1) The project is consistent with the adopted South Billings Master Plan for the improvement of public and private facilities located in the South Billings Boulevard Urban Renewal District.
- 2) The project will provide for additional parking and commerce in the District.
- 3) The project will provide for an additional commercial parcel for future development for the provision of neighborhood goods or services.
- 4) The elements of this project are eligible expenses as per Montana Code Annotated 7-15-42 & 43.
- 5) The community benefit component due to the improvements to the property are believed to serve the entire community and are important considerations.

Please contact me with any questions. I look forward to discussing this at the March board meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve Zeier".

Steve Zeier

enc: TIF Application Packet

cc: SBURA Board, Wyeth Friday, Bill Morgan, Skip King



City of Billings South Billings Boulevard
Urban Renewal District

T.I.F Assistance Application
For Public/Private Development Projects

Information & Application

Please return to: SBURA, Inc.
c/o Steve Zeier
Billings, MT 59101
(406) 670-6969
steve@zeierconsulting.com

TAX INCREMENT FINANCING APPLICATION PROCESS FOR POTENTIAL PUBLIC INFRASTRUCTURE ASSISTANCE VIA A DEVELOPMENT AGREEMENT AND POSSIBLE ISSUANCE OF TIFD BONDS

IMPORTANT: The material below outlines the Tax Increment Development Agreement application process and the responsibilities of the APPLICANT and the South Billings Urban Renewal Association, Inc. (SBURA). Please review this information carefully before submitting the application or finalizing your development plans.

Failure to receive approval by the SBURA Board of Directors of a completed application and the approval and execution of a development agreement by the City of Billings BEFORE a project begins will affect the Applicant's eligibility for Public Infrastructure Tax Increment Finance assistance from the City of Billings.

INTRODUCTION

The SBURA is responsible for advising Billings City Council for the South Billings Boulevard Tax Increment District (aka SBBURD), pursuant to Montana Urban Renewal Law Title 7 Chapter 15 part 42 Montana Code Annotated, (MCA) "Urban Renewal." Tax Increment Financing (TIF) is an important element of the program as it provides a means to complete public urban renewal activities that assist and enhance private development opportunities within the district. A TIF program operates by first establishing a base year taxable value for all properties within the urban renewal district. Property taxes continue to be paid to all taxing jurisdictions on the basis of the base year valuation. All increases in property taxes above this base valuation due to new development or reappraisals are assigned to the TIF District. They are then used for district revitalization activities.

The SBURA offers this tax increment financing assistance consideration for **public infrastructure** (See Schedule "A" attached) components of projects developed within the boundaries of the South Billings Boulevard TIFD.

TAX INCREMENT FINANCING ASSISTANCE PARAMETERS

Each project is unique. Funding availability depends upon the number of years remaining in the district, with or without TIFD Bond extensions beyond the initial 15 year lifetime of the TIFD. TIF assistance with **public infrastructure** shall be based upon criteria outlined in the Criteria for Review section. The amount of assistance is determined by the comparison of two calculations: 1) The amount of incremental revenue generated by the project and 2) The amount of the project that is considered an eligible expense under MCA 7-15-4288. **The assistance provided cannot exceed 45% of the total tax increment generated by the project over the remaining years left in the life of the TIFD. The TIFD was established in 2008.** Please note that property acquisition costs are *not* to be included in the calculations; *only* property improvements are to be considered. Property improvements are defined as all project costs excluding property acquisition. Generally, TIF assistance may be awarded to the eligible PUBLIC PORTION (Schedule "A") of projects meeting the criteria and approval processes as described herein, subject to availability of funds.

ELIGIBLE ACTIVITIES

As specified by Title 7 Chapter 15 Part 4288 Montana Code Annotated, TIF funds may be used to complete certain urban renewal activities. Pursuant to this statute, the SBURA will review applications for assistance to projects eligible under the following guidelines. Each application is evaluated on a case by case basis under these guidelines. The SBURA will place special emphasis on those projects that implement the SOUTH BILLINGS BOULEVARD URBAN RENEWAL MASTER PLAN¹, particularly mixed-use developments.

APPLICATION PROCESS AND TIMELINE

Anyone seeking TIF assistance from the SBURA must submit a written application for each TIF-assisted project. The following procedure has been developed to expedite the review of TIF funding requests.

1. **Initial Contact.** Contact the SBURA Representative, Steve Zeier at 406-670-6969 or via email at steve@zeierconsulting.com, to discuss the project and determine preliminary eligibility for TIF assistance.

¹ Adopted by Billings City Council, 2/27/2012 and by the Board of County Commissioners, 4/24/2012.

2. Prepare a Written Application. The Applicant must prepare a written application for each project assistance request. For all TIF requests, the Applicant must complete a "Developer's Statement of Qualification and Financial Responsibility" which includes submittal of personal financial statements.
3. SBURA Staff Review. Upon submittal of all necessary information, SBURA staff will review the project and the need for funding. At any point in the review process the staff may request more information of the Applicant or solicit comment on the project from other public agencies. Items included in personal financial statements will not be subject to public review or presentation to or comment by other public entities.
4. SBURA Board Review. The SBURA Board will review the application and staff recommendations. The Board reserves the right to seek additional project review from other public agencies. The Board will issue preliminary approval/disapproval of the assistance request or any part thereof and will make a recommendation to the City Council.
5. City Council Review. Projects receiving approval by the SBURA Board will be forwarded to the Billings City Council through the City of Billings Planning and Community Services Department for final approval and consideration of a Development Agreement that will clearly describe the public investment required to be applied towards public infrastructure and/or development improvements within the public right of way. City Council approval is required before the City will enter a Development Agreement with the Applicant.
6. Development Agreement. The City and the Applicant must execute a mutual agreeable legally binding Development Agreement which establishes the terms and conditions of TIF assistance. Sample Development Agreements are available at the City/County Planning Division office for reference. The Development Agreement may include, but is not limited to, the following:
 - Complete architectural design specifications and site plan
 - Time frame for project development, construction and completion
 - Specifications for release of funds related to public infrastructure
 - Cash flow and pro forma statements for a minimum of five years of the development
 - Terms and conditions of the various financings
 - Commitment letters and loan documents related to the various financings
 - Ownership of completed development
 - Events of default; remedies
 - Zoning approval
 - Tenant commitments
 - Non-liability of city officials
 - Cause for termination

7. Timing. Following the above process for approval, the Applicant can expect a minimum of 60 days between submitting an application to the SBURA and potentially receiving a decision from the City Council.

COMMITMENT OF FUNDS

Upon City Council approval of a project, the approved funds will be budgeted. Budgeted funds will be encumbered for a grace period of 180 days, by which time construction must have commenced. Commencement of construction means the date on which the first building permit is issued. Projects that have not commenced construction within 180 days are at risk for losing the committed funds.

Funds will be released as specified by the Development Agreement. Depending on the nature of each individual project, funds may be released as a lump sum payment or multiple payments made over subsequent fiscal years. The Development Agreement will specify the payment terms. Funds may be released according to one of the following methods.

1. Release of funds following project completion. Funds will be released upon the project's receipt of a Certificate of Occupancy from the City of Billings' Building Division. If necessary, the City will encumber funds for additional fiscal years to accommodate construction schedules.
2. Release of funds over a multi-year repayment schedule. Prior to a project receiving a TIF assistance payment, a Certificate of Occupancy shall be provided to the project by the City of Billings Building Division. Subject to payment amounts and funding availability, multiple payments may be required. TIF assistance payments may be made according to an agreed upon payment schedule. This schedule will be contained within the Development Agreement.

Funds will be release only if the project is developed and constructed essentially as presented in the Development Agreement.

SOUTH BILLINGS BOULEVARD TAX INCREMENT FINANCING (TIF) ASSISTANCE
APPLICATION

Project Name: King's Ace Hardware State Ave. Expansion & Re-zoning Date Submitted: 3/1/18

APPLICANT INFORMATION

1. Name: King & King LLC/ King's Ace Hardware
2. Address: 1551 Zimmerman Trail, Billings, MT 59102
3. Telephone Number: 406-690-1741

PROJECT INFORMATION

1. Building Address: 4160 and 4130 State Avenue
2. Legal Description: That Part of Lot 2 of the Subdivision of Section 9, T. 1 S., R. 26 E., P.M.M., in the City of Billings, Yellowstone County, Montana, Described in Quit Claim Deed, DOC #3626032. Property will be platted into two lots (see attached plats)
3. Ownership: King & King LLC (see attached Buy Sale Agreement)
4. Address: 1551 Zimmerman Trail, Billings, MT 59102
5. If property is not owned by the Applicant, list leasehold interests (Attach evidentiary materials.)

Lessor's Name: Guy C. Romera (see attached Buy Sale Agreement)

Lessor's Address: 4130 State Avenue, Billings, MT 59101
6. Existing/Proposed Businesses: King's Ace Hardware with parking lot expansion, and a new Neighborhood Commercial lot ready for development
7. Business Description: Support of existing Neighborhood Commercial business (King' Ace Hardware State Avenue) and future Neighborhood Commercial business on remaining lot
8. Employment: Existing FTE jobs 10.5
9. New Permanent FTE jobs created by project 2 Construction FTE jobs 5
10. Engineering Firm: Sanderson Stewart

Address: 1300 North Transtech Way, Billings MT 59102

Representative: Bill Morgan

8. Description of Project: Construction of a new asphalt parking lot including landscaping and stormwater features, demolition of the blighted residential lot, new commercial water and sewer services to the new lot, and Right of Way improvements to Van Buren Street.
9. Rehabilitation/construction plans: See Attached
10. Project Schedule: Property acquisition will be on May 20th. Demolition and construction can start in June of 2018 and be completed by end of summer of 2018.

CRITERIA FOR REVIEW

Materials contained in TIF Assistance applications are used to assess the merits of projects in relation to the goals and objectives of the South Billings Urban Renewal Master Plan in relation to other district development and urban renewal projects. Projects will be evaluated based on the following criteria. Please provide an explanation and supporting documentation for how the project addresses each criterion.

1. Relevance to the South Billings Urban Renewal Master Plan – Documentation of the project's consistency with the goals in the Master Plan.

The proposed improvements to the project area located in the South Billings Urban Renewal District will help to promote a healthier and safer neighborhood. The improvements will create greater functionality and better use of the area, clean up the existing site, and provide potential for redevelopment as a new neighborhood service. Cleaning up the neighborhood will help create a focus on developing a strong, connected, and diverse area where both current and new residents can thrive and attract more people to the area. The improvements and expansion of infrastructure will help encourage reinvestment and find long-term uses for underutilized land in the area.

2. Economic Stimulus – The amount of economic activity to be generated by the, as well as the leverage ratio of public to private investment. Applications should contain credible, measurable information substantiating Applicant's claims of economic stimulus.

The existing site's current use is a single-family residence with a large amount of space used for storage. With the zone change from Residential 9600 to Neighborhood Commercial, a company that prides itself in providing excellent neighborhood and customer service will be allowed to expand in the short term by providing additional parking, and in the long term by being allowed to consider options like expansion or services and convenience for community members. Future commercial development will generate economic activity for the area as well as create jobs and provide a higher tax base for the betterment of the community.

3. Tax Generation – The increase in taxable value due to new construction/rehabilitation as estimated by the County Assessor’s office.

As the current site is used for residential purposes and the zone change creates an opportunity for neighborhood commercial development, an increase in taxable value of the area will likely occur and be very beneficial for the community.

4. Employment Generation – Total employment generated by the project assessed in terms of new permanent and part-time jobs, and construction jobs.

A new neighborhood commercial lot in this area provides new businesses an opportunity to expand or develop services on the property that will generate new permanent and part-time jobs. It will also generate work for construction companies and create more jobs. It is estimated this project will provide 2 new permanent jobs at Ace Hardware and 5 construction jobs. Upon future redevelopment of the property, there will also be additional full time jobs and construction jobs added.

5. Elimination of Blight – The project’s direct and indirect impact on the physical and fiscal condition within the District.

King and King, LLC intends to make the property around Ace Hardware on State Avenue a more visually appealing and safer shopping experience. The Neighborhood Commercial zoning allows for more businesses like Ace Hardware to expand or develop ancillary services on the property along State Avenue. While there are no current development plans for the proposed zone change property, removing the existing structures and debris on the existing property allows for vibrant future development and growth for the community.

6. Special or Unique Opportunities – The extent to which the project represents a unique opportunity, meets a special need, or addresses community goals. The provision of public space or workforce housing are examples of special and unique opportunities.

This area provides a special opportunity for a district in Billings that is primarily single-family residential homes with little public space or commercial properties in the vicinity. Utilizing this lot as it is intended with the recent Neighborhood Commercial zone change will provide more public space and help address the community goals of cleaning up the area and using it in a much more productive way. The south side of Billings is an integral part of our community and improving the appearance and safety of the properties located there further enhances the overall image of Billings for both local residents and visitors.

7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the project design, and impact on existing businesses or residents.

To enhance the visual appeal of the property, the existing buildings will be demolished and the site will be removed of all clutter and debris. In the future, at the time of property re-development, landscaping along State Avenue will be irrigated and better maintained. A privacy fence will be installed along the southern property line to provide a better buffer with the adjoining residential uses. Ace Hardware will be able to better serve this community because the additional property will give them more options to provide for safer traffic flow for customers using their existing site. Also, removing the existing homes and structures, while also adding the privacy fence, will make the neighborhood far more safe and attractive. King and King, LLC currently has no immediate plans to develop the property, however they want to clean up the property to make it safer and more attractive for neighborhood commercial uses.

8. Financial Assistance – Other forms of financing available to the Applicant i.e. lender participation and state and federal grant monies.

The current form of financing available to the Applicant includes a loan from a local bank. There are no other state or federal grant monies currently available at this time.

9. Project Feasibility – Demonstration of market demand for the project as contained primarily on the pro forma and financing commitments.

There is a high demand for Neighborhood Commercial businesses like the State Avenue Ace Hardware Store, as it supports a large, underserved part of the Billings Community. There is also a high market demand for other commercial businesses like Ace Hardware to be supported and developed along State Avenue. The Applicant is committed to stay at this location in order to support the demand for its services to the community.

10. Developer's Ability to Perform – Applicant's capability to undertake the relative complexities of the project based on past performance on similar or comparable projects.

The Applicant's has the experience, knowledge, capability and commitment to undertake this project. King's Ace Hardware has multiple stores in Billings and Yellowstone County and has successfully developed, operated and maintained these stores for years.

11. Timely Completion – The feasibility of completing the project according to the Applicant's project schedule.

Since the property will be acquired on May 20th, with demolition and construction starting in June of 2018 and completed by end of summer of 2018, this is a very feasible project.

12. Payment of Taxes – All property taxes, special improvement district assessments, and other assessments on the project property must be paid at the time of application.

All taxes and other assessment will be paid at the time of closing of sale of property.

PROJECT COSTS

Land and Site Improvements (Itemized, See attached Opinion of Probable Cost Spreadsheets)

1. Equity in Land and Buildings	\$ <u>230,000.00</u>
2. Demolition	\$ <u>66,000.00</u>
3. Utility Improvements	\$ <u>49,400.63</u>
4. Parking Lot Improvements	\$ <u>67,786.88</u>
5. Landscape Improvements	\$ <u>5,428.13</u>
Subtotal	\$ <u>418,615.64</u>

Construction/Rehabilitation Costs (Use general construction trade divisions)

1.	\$ _____
2.	\$ _____
3.	\$ _____
4.	\$ _____
5.	\$ _____

6. \$ _____

7. \$ _____

8. \$ _____

Subtotal \$ _____

Fees

1. Engineering and Design Fees	\$ <u>12,000.00</u>
2. Permits <u>(City Review, Building Permit)</u>	\$ <u>1,246.91</u>
3. Other fees <u>(Geotech, Staking, Inspection)</u>	\$ <u>18,408.21</u>
Subtotal	\$ <u>31,655.12</u>
Total Project Development Costs	\$ <u>450,270.76</u>
Total Project Development Costs with Contingency	\$ <u>473,317.83</u>

PROJECT FINANCING

Please complete Sources of Funds detail and summarize below.

Developer Equity

Cash Invested	\$ _____
Land & Buildings	\$ _____
Other (Specify) _____	\$ _____
_____	\$ _____
Subtotal	\$ _____

Lender Commitments (Attach evidence i.e. Letters of Credit or other documentation.)

Lender	Loan Amount	Interest	Term	
_____	\$ _____	_____ %	_____ yrs	\$ _____/Month
_____	\$ _____	_____ %	_____ yrs	\$ _____/Month
Total Loan Amount				\$ _____

TIF Request for improvements within the Public Right of Way

Eligible Improvements (See Schedule "A")

	\$253517.82 _____
Van Buren Right of Way Improvements	\$ _____
	\$ _____
	\$ _____
Subtotal	\$ <u>253,517.82</u>

Sources of Funds Summary (Post totals from above.)

Developer Equity	\$ _____
Lender Commitments	\$ _____
TIF Request	\$ _____
Other Funds (Specify) _____	\$ _____
Total Project Financing	\$ _____

DEVELOPER STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

Applicant

1. Name: King & King LLC
Address: 1551 Zimmerman Trail, Billings, MT 59102
2. If the applicant is not an individual doing business under his/her own name, the applicant has the status indicated below and is organized or operating under the laws of Montana.
3. The applicant is:
_____ A corporation.
_____ A nonprofit or charitable institution or corporation
_____ A partnership known as _____

X Other (explain): Limited Liability Corporation (LLC)

Date of organization: January, 2003

4. Names, address, title of position (if any), and nature and extent of the interest of the officers and principal members, principal shareholders, investors, or partners of the applicant.

<u>Name and Address</u>	<u>Nature and Extent of Interest</u>
<u>Charles D. (Skip) King</u>	<u>Principal Member</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Financial Condition

1. Provide a current financial statement for each private entity involved in the project. Documentation of financial capacity may include net worth statements, balance sheets, or profit and loss statements. (See Attached)

2. Has the applicant or any individual or entity affiliated with the development of this project been adjudged bankrupt, either voluntary or involuntary, within the past ten years?
No X Yes If yes, give date, place, and under what name:

3. Has the applicant or any individual or entity affiliated with the development of this project been indicted for or convicted of any felony within the past ten years:
No X Yes If yes, give date, charge, place, court and action taken for each case.

CONSTRUCTION CONTRACTOR

1. Identify the construction contractor or builder who will undertake this project.

Name: To be determined through future bidding process

Address: _____

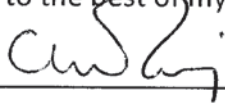
2. Has such contractor or builder ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract within the last ten years?

No Yes _____ If yes, explain.

A Qualified, Licensed and Bonded Contractor will be hired

CERTIFICATION

I (we), CHARLES D. KINSB (please print),
certify that the statements and estimates within this Application as well as any and all
documentation submitted as attachments to this Application or under separate cover are true
and correct to the best of my (our) knowledge and belief.

Signature  Signature _____

Title Member Title _____

Address 1551 Zinneman Trail Address _____

B, LL 565 MT 59102 _____

Date 2-26-18 Date _____

SCHEDULE "A"
EXAMPLES OF ELIGIBLE PUBLIC PORTION PROJECTS OF INFRASTRUCTURE
COMPLETE LIST FOUND IN MONTNA CODE ANNOTATED 7-15-4288

Purchase of Site for a Public use

Demolition and Abatement

Sidewalks, Curbs, Gutters, Drive Approaches

Public Utilities such as Water, Sewer, and Storm Drain

Street Surface Improvements

Crosswalks / HAWK Signals

Landscaping, Green Space, and Improvement of Pedestrian Areas

Historical Restorations

Off Street Parking for a Public use

Pollution Reduction

Private Utilities such as Electrical, Natural Gas, Telecommunication Lines



First Interstate Bank
Billings Office
401 North 31st Street
P.O. Box 30918
Billings, MT 59116-0918
406-255-5000
Internet Website: www.firstinterstatebank.com
Internet E-Mail: fib@firstinterstatebank.com

February 26, 2018

Re: King & King, LLC

To Whom It May Concern:

King & King, LLC (Skip King) credit request has been approved through First Interstate Bank and has the funds available to complete the purchase of 4130 State Avenue in Billings, MT.

If you have any questions, please feel free to contact me at 255-5250.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Meri McGlone', written over a horizontal line.

Meri McGlone
Commercial Loan Officer

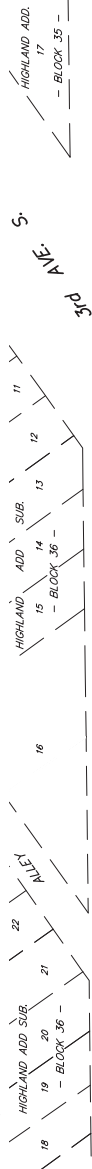
CERTIFICATE OF SURVEY NO.

SITUATED IN THE NE1/4 OF SECTION 9, T. 1 S., R. 26 E., P.M.M.,
IN THE CITY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA

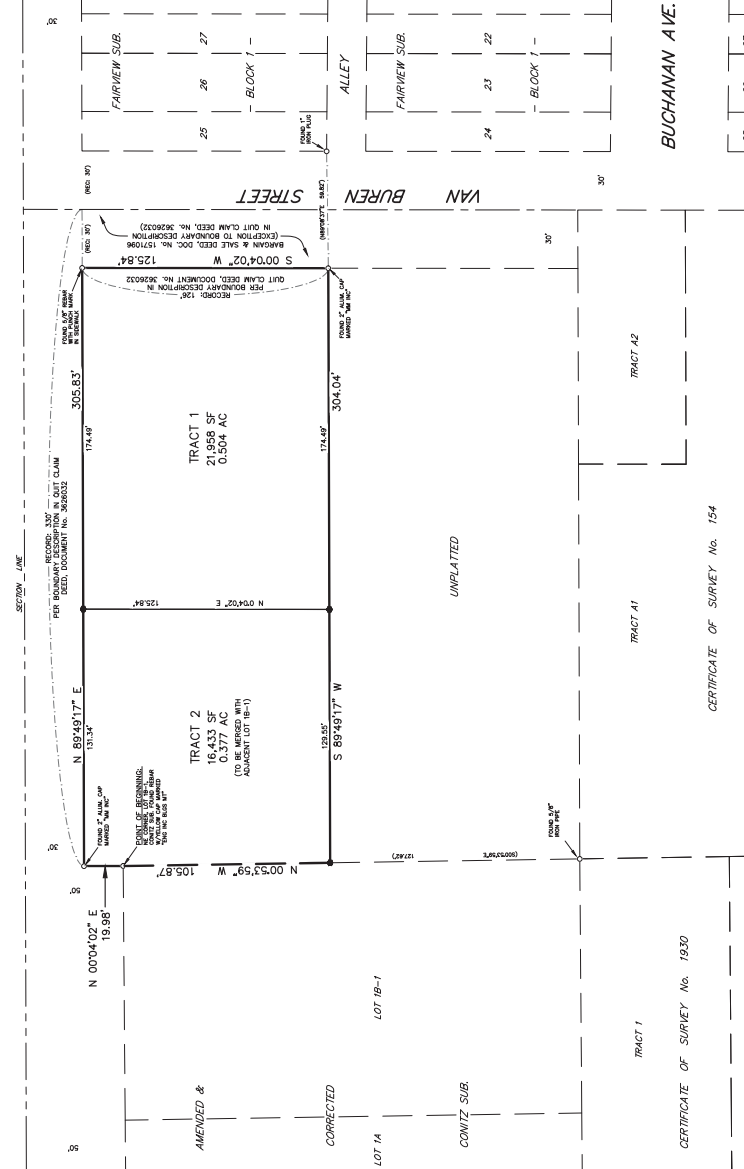
PREPARED FOR : KING & KING, LLC.

PREPARED BY : SANDERSON STEWART

JANUARY, 2018
BILLINGS, MONTANA



STATE AVENUE



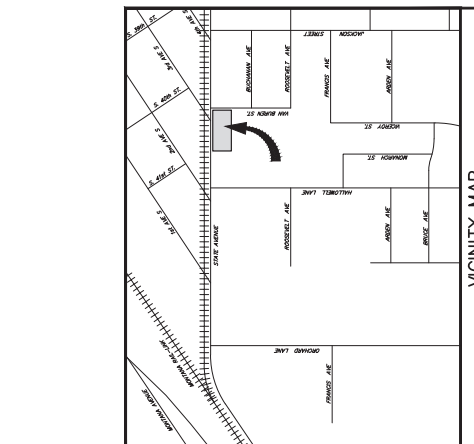
BUCHANAN AVE.

RESERVED FOR CLERK AND RECORDER

RELATED SUBDIVISION PLAT
Document No.:

CERTIFICATE OF SURVEY No. 154

CERTIFICATE OF SURVEY No. 1930



VICINITY MAP
NOT TO SCALE

PURPOSE OF SURVEY: BOUNDARY REVISION, SETBACK & RELOCATION OF COMMON BOUNDARY LINES

This undivided survey of the NE1/4 of Section 9, T. 1 S., R. 26 E., of the AMENDED LOT OF THE CORRECTED PLAT OF CONITZ SUBDIVISION and shall not be transferred as a separate parcel in the future. Any restriction or requirement on the original plat or undivided parcel continues to apply to those areas.

This survey is exempt from review as a subdivision pursuant to Section 70-3-207(2)(a), M.C.A. Any review that is being reviewed from one tract of record and joined with another tract of record is not listed as a record. Said area shall not be available as a reference legal description in any subsequent record. Said area is described, unless said area is included with or excluded from adjoining tracts of record.

This survey is not subject to review by the Department of Environmental Quality pursuant to Title 76, chapter 4, part 1, M.C.A.

OWNER: STATE OF MONTANA } as County of Yellowstone }

On this day of , 20 , before me, a Notary Public in and for the State of Montana, personally appeared [OWNER], known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same. Witness my hand and seal the day and year herein above written.

Notary Public in and for the State of Montana

CERTIFICATE OF SURVEYOR
STATE OF MONTANA } as County of Yellowstone }

I hereby certify that all real property taxes and special assessments have been paid per 70-3-611(10) / 70-3-207(3), M.C.A.

CERTIFICATE OF COUNTY TREASURER
Yellowstone County Treasurer

BY: Deputy

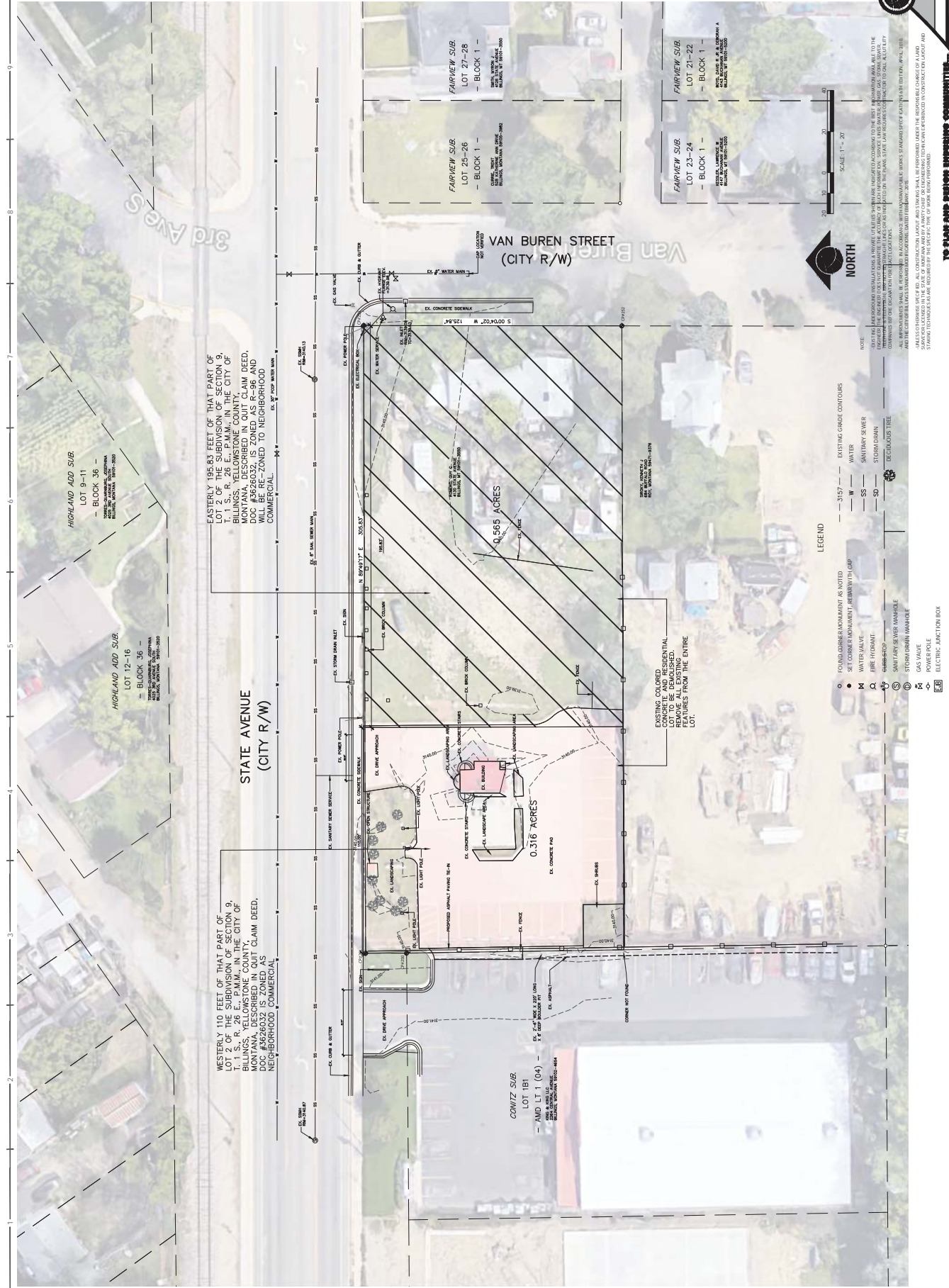
REVIEWED BY: Yellowstone County Treasurer

DATE: 1/18/18

78105.07 2/13/18 MRB

DATE:	02/22/2019
FILE:	TRINITY EXISTING PROJECT.DWG
PROJECT NO.:	19058.00
DATE:	
QUALITY ASSURANCE:	JAK
REVISIONS:	
DATE:	
DESCRIPTION:	

KING'S ACE HARDWARE EXPANSION
 TOWNSHIP 1 SOUTH, RANGE 26 EAST
 BILLINGS, MT
 NORTH 1/4 OF E1/2 OF LOT 2 IN THE NE CORNER OF SECTION 09



EASTERLY 195.83 FEET OF THAT PART OF LOT 2 OF THE SUBDIVISION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032, IS ZONED AS R-96 AND WILL BE RE-ZONED TO NEIGHBORHOOD COMMERCIAL.

WESTERLY 110 FEET OF THAT PART OF LOT 2 OF THE SUBDIVISION OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032 IS ZONED AS NEIGHBORHOOD COMMERCIAL.

HIGHLAND ADD SUB
 LOT 9-11
 - BLOCK 36 -
 SUBDIVISION OF LAND IN THE NE CORNER OF SECTION 09, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032

HIGHLAND ADD SUB
 LOT 12-16
 - BLOCK 36 -
 SUBDIVISION OF LAND IN THE NE CORNER OF SECTION 09, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032

FAIRVIEW SUB
 LOT 25-26
 - BLOCK 1 -
 SUBDIVISION OF LAND IN THE NE CORNER OF SECTION 09, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032

FAIRVIEW SUB
 LOT 27-28
 - BLOCK 1 -
 SUBDIVISION OF LAND IN THE NE CORNER OF SECTION 09, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032

FAIRVIEW SUB
 LOT 21-22
 - BLOCK 1 -
 SUBDIVISION OF LAND IN THE NE CORNER OF SECTION 09, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032

FAIRVIEW SUB
 LOT 23-24
 - BLOCK 1 -
 SUBDIVISION OF LAND IN THE NE CORNER OF SECTION 09, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032

COWITZ SUB
 LOT 1B1
 - AMD LT 1 (04) -
 SUBDIVISION OF LAND IN THE NE CORNER OF SECTION 09, TOWNSHIP 1 SOUTH, RANGE 26 EAST, COUNTY OF BILLINGS, YELLOWSTONE COUNTY, MONTANA, DESCRIBED IN QUIT CLAIM DEED, DOC #5926032

LEGEND

- FOUNDATION FOOTING AS NOTED
- SET CORNER AND POINTS PER PLAN WITH LAP
- WATER
- W
- SAINTARY SEWER
- SS
- STORM DRAIN
- SD
- DECIDUOUS TREE
- SHORT HORN SYSTEM VARIANTE
- GAS VALVE
- ELECTRIC JUNCTION BOX

NOTE

1. THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF BILLINGS. THE CITY OF BILLINGS WILL BE RESPONSIBLE FOR THE ACQUISITION OF ALL NECESSARY PERMITS AND FOR THE OBTAINING OF ALL NECESSARY RECORDS FROM THE CITY OF BILLINGS. THE CITY OF BILLINGS WILL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY RECORDS FROM THE CITY OF BILLINGS.

2. ALL DIMENSIONS SHALL BE PERFORMED ACCORDING TO THE STANDARD SPECIFICATIONS FOR THE CITY OF BILLINGS. ALL DIMENSIONS SHALL BE PERFORMED ACCORDING TO THE STANDARD SPECIFICATIONS FOR THE CITY OF BILLINGS.

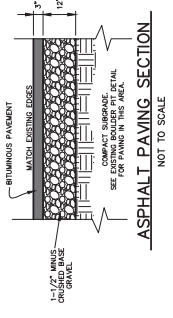
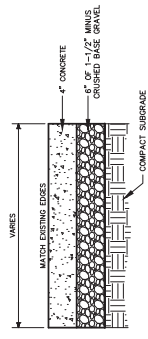
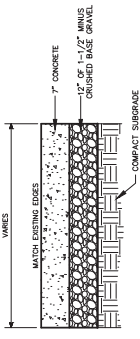
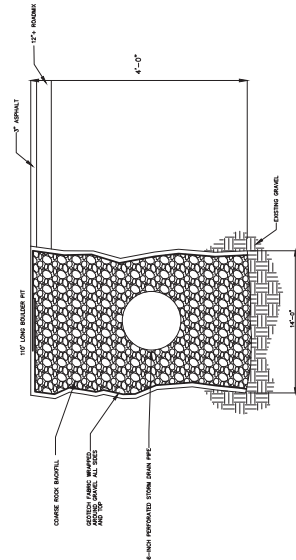
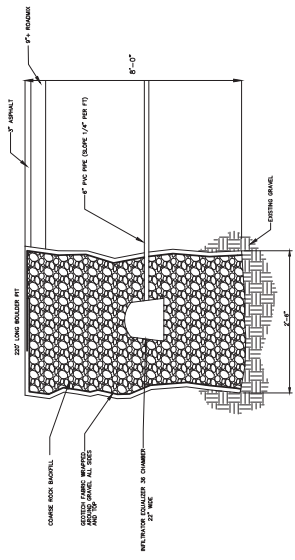
3. THE CITY OF BILLINGS WILL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY RECORDS FROM THE CITY OF BILLINGS. THE CITY OF BILLINGS WILL BE RESPONSIBLE FOR THE OBTAINING OF ALL NECESSARY RECORDS FROM THE CITY OF BILLINGS.

PRELIMINARY

DATE:	02/23/2008
FILE:	78162.00 DETAILS PRO.DWG
PROJECT NO.:	78162.00
DATE:	JAN
QUALITY ASSURANCE:	
DESIGNER:	
CHECKER:	
DATE:	
DESCRIPTION:	

KING'S ACE HARDWARE EXPANSION
 NORTH 1 AC OF E1/2 OF LOT 2 IN THE NE CORNER OF SECTION 09
 TOWNSHIP 1 SOUTH, RANGE 26 EAST
 BILLINGS, MT
 DETAILS

1 2 3 4 5 6 7 8 9



Date: February 23, 2018
 Project No.: 78105.07



**Engineer's Preliminary Opinion of Probable Cost
 for
 King's Ace Hardware
 To Provide Demolition Services & Parking Lot Improvements**

Schedule I: Demolition Plan

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
101	1	LS	Mobilization and Insurance	\$6,000.00 =	\$6,000.00
102	1	LS	Abatement and Removal of Existing Structures and Existing Concrete (includes all demo, abandonments and terminations within property lines)	\$60,000.00 =	\$60,000.00
Schedule I Subtotal =					\$66,000.00

Schedule II: Utilities

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
201	1	LS	Mobilization and Insurance	\$3,324.50 =	\$3,324.50
202	1	LS	Payment and Performance Bonds	\$831.13 =	\$831.13
203	1	LS	Traffic Control During Construction	\$2,500.00 =	\$2,500.00
204	3	EA	Type IV Storm Drain Inlet w/ Deep Sump	\$3,500.00 =	\$10,500.00
205	230	CY	Boulder Pit (Includes: Excavation, Rock, and Fabric)	\$55.00 =	\$12,650.00
206	217	LF	6-inch Perforated Storm Drain Pipe	\$35.00 =	\$7,595.00
207	1	LS	Connect to Existing 15-inch Storm Drain	\$4,000.00 =	\$4,000.00
208	1	LS	Connect to Existing 8-inch Water Main for Service Stub	\$4,000.00 =	\$4,000.00
209	1	LS	Connect to Existing 8-inch Sanitary Sewer for Service Stub	\$4,000.00 =	\$4,000.00
Schedule II Subtotal =					\$49,400.63

Schedule III: Parking Lot Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
301	1	LS	Mobilization and Insurance	\$6,025.50 =	\$6,025.50
302	1	LS	Payment and Performance Bonds	\$1,506.38 =	\$1,506.38
303	1	LS	Traffic Control During Construction	\$2,000.00 =	\$2,000.00
304	675	CY	Unclassified Excavation	\$15.00 =	\$10,125.00
305	540	CY	1 1/2-inch Base Gravel (12-inch Section)	\$40.00 =	\$21,600.00
306	1620	SY	Asphalt Surface Course (3-inch Thick)	\$14.00 =	\$22,680.00
307	125	SF	Concrete Drive Approach (7-inch Thick)	\$10.00 =	\$1,250.00
308	1	LS	Yellow Parking Lot Striping	\$500.00 =	\$500.00
309	1	LS	Yellow Curb Paint	\$100.00 =	\$100.00
310	500	SY	Subgrade Stabilization with Tensar TX-140 Geogrid (If required at Engineer's discretion)	\$4.00 =	\$2,000.00
Schedule III Subtotal =					\$67,786.88

Schedule IV: Landscape Improvements

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
401	1	LS	Mobilization and Insurance	\$482.50 =	\$482.50
402	1	LS	Payment and Performance Bonds	\$120.63 =	\$120.63
403	10	EA	Shrubs (1 GAL Container)	\$50.00 =	\$500.00
404	1500	SF	Landscape Beds (Mulch, Fabric)	\$1.75 =	\$2,625.00
405	50	LF	4-inch Irrigation Sleeving	\$10.00 =	\$500.00
406	1	LS	Irrigation Controller	\$600.00 =	\$600.00
407	300	SF	New Irrigation Drip	\$2.00 =	\$600.00
Schedule IV Subtotal =					\$5,428.13

Schedule V: Right of Way Improvements on Van Buren Street

Item No.	Quantity	Unit	Description	Unit Price	Subtotal
501	1	LS	Traffic Control During Construction	\$2,500.00 =	\$2,500.00
502	1	LS	Asphalt Restoration on State Avenue and Van Buren Street	\$5,000.00 =	\$5,000.00
503	50	LF	Curb and Gutter on Van Buren Street	\$19.00 =	\$950.00
504	250	SF	Concrete Sidewalk on Van Buren Street (4-inch Thick)	\$7.00 =	\$1,750.00
				Schedule V Subtotal =	\$10,200.00
				Construction Total (Schedules I-V) =	\$198,815.63

Administrative Fees and Other Costs

			City Review Fees	=	\$491.21
			City Building Permit Fee	=	\$755.70
			System Development Fee (See Note Below)	=	\$0.00
			Estimated Engineering, Permitting & Bidding	=	\$12,000.00
			Estimated Geotechnical Evaluation and Recommendations	=	\$3,000.00
			Estimated Construction Staking	2.50% =	\$4,970.39
			Estimated Construction Administration	4.50% =	\$8,946.70
			Estimated Geotechnical Services and Materials Testing	0.75% =	\$1,491.12
				Subtotal of Administrative Fees =	\$31,655.12
				Construction Total and Administrative Fees =	\$230,470.75
				Construction Total and Administrative Fees Plus Contingency =	\$253,517.82

Notes:

Costs based on Sanderson Stewart Preliminary drawings dated 01/10/2018

Mobilization and Insurance based on percentage of total schedule cost

Construction contingency

Payment and Performance Bonds

If both 3/4-inch meters are demoed and a 3/4-inch or a 1-inch meter is installed, there will be no SDF owed.

All items are complete and in place.

Items Not Included in Estimate:

Sanderson Stewart cannot warrant that any opinions of probable cost provided by Sanderson Stewart will not vary from actual costs incurred by the client. Sanderson Stewart has no control over the cost or availability of labor, equipment, materials, or over market conditions or the Contractor's method of pricing. Sanderson Stewart makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from Sanderson Stewart's opinion of probable cost.

AGREEMENT TO SELL AND PURCHASE

AND RECEIPT FOR EARNEST MONEY
COMMERCIAL AND INVESTMENT PROPERTIES

Date 11-1-2017

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:

King and King LLC. with right to assign

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

Property commonly known as: 4130 & 4160 State Avenue
Legal description of the Property: S09, T01 S, R26 E, N IAC OF E2 LT 2 IN NE4 (LESS 3795 SQFT FOR RD) (14)
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 \$ [REDACTED] payable in U.S. Dollars by Buyer as follows:

\$ [REDACTED] (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.

\$ [REDACTED] (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: _____

\$ [REDACTED] TOTAL PURCHASE PRICE

Additional Provisions: Seller commits to remove all personal property from the premises on or before the closing date. If all personal property and debris is not removed from site on or before close date, Seller shall place \$10,000.00 in escrow to be held by American Title, and shall have 30 days to remove all personal property and debris. If after 30 days, all personal property and debris has not been removed, Seller shall forfeit all funds to buyer. Additionally, Seller commits to participate in zone change application.

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 _____

All personal property and fixtures sold with the Property described above are sold "AS IS" without warranty by the Seller, either expressed or implied NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE.

4. CLOSING AND RELATED PROVISIONS:

(A) The date of closing shall be May 20, 2018 The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. If third party financing is required by the terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the closing shall occur on the date specified or as soon thereafter as financing is complete but no later than 10 days after the stated closing date. Buyer and Seller will deposit with the closing agent all instruments and moneys necessary to complete the purchase in accordance with this Agreement.

(B) Possession and Keys: Seller shall deliver to Buyer possession of the Property and allow occupancy at the date of closing.

(C) Closing Costs, Documents and Services: Buyer and Seller shall pay their respective closing costs and all other items required to be paid at closing except as otherwise provided herein. Buyer and Seller shall sign and complete customary or required document at or before closing. Fees for real estate closing services shall be split equally between the Parties.

(D) Place of closing shall be: American Title

[REDACTED]
Buyers initials

[Signature]
Sellers initials

5. PRORATION:

As of the date of closing Seller and Buyer agree to prorate current real estate taxes, pre-paid rents, current year assessments for special improvement debt that is assumed, and interest on any assumed loan(s), as well as: _____

6. CONTINGENCIES:

The closing of this agreement and sale of the property between Buyer and Seller is contingent upon the following, with this sale to terminate and earnest money returned to the Buyer if not satisfied in writing on or before May 20th, 2018

(Check those which apply)

- Buyer receipt of any City / County approval for proposed buildings / remodeling and related cost estimates.
- Buyer receipt of written City approval for Buyer's use of the property and confirmation of parcel zoning.
- Buyer receipt of acceptable zone change or special review.
- Buyer approval of preliminary title report including subdivision restrictions and S.I.D.'s, and future S.I.D.'s.
- Buyer approval of curb valve inspection report, condition of well & septic system, & of access to water/sewer/gas/elec. services.
- Buyer approval of Lead Base Paint, Radon, Asbestos and Mold Reports, and Americans with Disabilities Audit.
- Buyer approval of leases, contracts, income/expenses information, and owner's association/condo expense.
- Buyer approval of Property Condition and of subsoil conditions, measurements, access, ditches, and of floodplain exclusion.
- Buyer approval of: Survey Corner identification, Paid by Buyer Seller Shared Equally.
- Buyer approval of Phase One Environmental Report, Cost paid by Buyer Seller Shared Equally.
- Buyer closing of exchange property.
- Both parties attorney and accountant approval of this Agreement
- Buyer receipt of acceptable loan commitment, and appraisal.
- Any due diligence the buyer deems necessary.

Buyer agrees to diligently pursue each contingency checked. If Buyer shall fail to notify its Broker, Seller, or Seller's Broker, in writing, by the date noted above that the contingencies checked have not been satisfied then it shall be conclusively presumed that the Buyer has waived those contingencies for which no notice has been given. If Buyer, after due diligence, shall timely Notify Seller, Buyer's Broker or Seller's Broker, in writing, of a deficiency, then in such event this Agreement shall terminate and Buyer shall be entitled to prompt return of Buyer's Earnest Money deposit, less escrow holder or title cancellation fees

The Seller shall have the option of:

- a) Making said items operational
- b) Giving the Buyer(s) a credit for the items, or
- c) Canceling the Agreement to Sell and Purchase and refunding to the Buyer(s) any Earnest Money deposit or similar payments previously made to Seller.

Should Seller cancel the Agreement because of environmental condition, then Seller shall, shall not pay, or reimburse Buyer for the cost of the Phase One Environmental Audit

7. CONDITION OF PROPERTY AND RELATED ISSUES:

Seller agrees that the Property shall be in the same condition, broom clean, normal wear and tear excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller has no knowledge of any notice of violations of City, County, State, Federal, Building Zoning, Fire, Health Codes or ordinances, condemnation, hazardous waste, underground storage tanks, special improvement districts or other governmental regulation filed or issued against the Property, except noted herein:

If the property is damaged by fire, hail, or other casualty prior to time of closing, Seller shall be, shall not be obligated to repair the same before the date of closing. If such damage is not repaired within said time, this Contract may be terminated at the option of the Buyer and the Earnest Money shall be returned to Buyer. Should Buyer elect to carry out the Contract despite such damage, Buyer shall be entitled to credit for all the insurance proceeds resulting from such damage to the Property and Inclusions, not exceeding, however, the total purchase price. Should any Inclusion(s) or service(s) fail or be damaged between the date of this Contract and the date of closing or the date of possession, whichever shall be earlier, then Seller shall be liable for the repair or replacement of such Inclusion(s) or service(s) with a unit of similar size, age, and quality, or an equivalent credit, less any insurance proceeds received by Buyer covering such repair or replacement. Buyer agrees to accept property in "AS IS, WHERE IS" condition except as herein provided.

8. ASSIGNABILITY:

~~This Contract shall not be assignable by Buyer without Seller's prior written consent, which assignment shall not be unreasonably withheld by Seller. Except as so restricted, this Contract shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of the parties.~~

9. CONVEYANCE:

Seller shall convey the real Property by Warranty Deed including all interest of Seller in vacated alleys and streets, easements, other apportionments and improvements free of all liens and encumbrances except those described in the title insurance section of this agreement, and reservations or conveyances of record. All water rights, entitlements, claims, certificates and permits are included with the property, with any transfer fees split equally.

10. TITLE INSURANCE:

Seller, at Sellers expense, shall furnish Buyer title insurance from American Title (Title Company) pursuant to a standard form American Land Title Association title insurance commitment in the amount equal to the purchase price, committing to insure merchantable title to the real Property in Buyer's name, free and clear of all liens and encumbrances except encumbrances hereinabove mentioned, zoning ordinances, building and use restrictions, reservations and exceptions in patents from the United States and the State of Montana, all standard ALTA exceptions, beneficial utility easements apparent or of record, other easements of record, real estate taxes for the year in which closing occurs, Special Improvement Districts (including rural SID's) either noticed to seller by the city / county but not spread, or currently assessed, if any which will be:

OS
St

Buyers initials

Sellers initials

described in this Agreement; and if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into the Agreement on behalf of such entity.

17. ALTERNATIVE DISPUTE RESOLUTION:

MEDIATION: If a dispute arises between the parties relating to this Contract, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and may share equally in the cost of such mediator. If mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as they so chose.

18. ATTORNEY'S FEES:

If either party defaults in its performance of this Agreement and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges, and expenses, including reasonable attorney's fees, reasonably incurred at any time by the other party because of the default.

19. ENTIRE CONTRACT:

All prior Agreements between the parties are incorporated in this Agreement, which constitutes the entire Contract. Its terms are intended by the parties as a final expression of their Agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior Agreement or contemporaneous oral Agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any involving this Agreement. If any portion of this Agreement shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Agreement shall be governed by the laws of the State of Montana and shall be binding upon the heirs, successors and permit assigns of the parties.

20. BROKER RELATIONSHIPS:

The following agency relationship(s) are hereby confirmed for this transaction.

Listing Agent Amy Kraenzel Is the agent of (check one): Seller exclusively
(Print Agent name) Both /Buyer & Seller

Selling Agent Matt Robertson Is the agent of (check one): Buyer exclusively
(Print Agent name) Both /Buyer & Seller

21. ADDENDUM ATTACHED:

22. CONSENT TO DISCLOSE:

Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, Broker, and their attorneys, closing agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrow agents and lenders for review of contracts, deeds, trust indentures, inspections, or similar documents of prior transaction concerning this property or underlying obligations pertaining thereto.

23. COUNTERPARTS / FACSIMILE:

A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Contract between the parties. The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

24. BUYER'S COMMITMENT:

Buyer agrees to purchase the above described Property on the terms and conditions set forth in the above offer and grants said sales Representative until 11/4/2017 at 5:00PM to secure Seller's written acceptance. Buyer may withdraw this offer at anytime prior to Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. Buyer hereby acknowledges receipt of a copy of this Agreement of Sell and Purchase-Commercial and Investment Properties, bearing Buyer's signature(s) and that Buyers have read and understand this Agreement.

Buyer's Phone: _____ Buyer's Signature: SKIP KING
Address: _____ Buyer's Signature: _____

DocuSigned by:
131481088DDC477...

25. SELLER'S COMMITMENT:

Seller agrees to sell and convey to Buyer the above-described Property on the terms and conditions hereinabove stated.

Seller acknowledges receipt of a copy of this Agreement bearing the signature(s) of Buyer and Seller.
Dated this 3rd day of November At 12 am/pm.
Seller's Phone: 672-5208 Seller's Signature: [Signature]
Address: 4130 State Ave Seller Signature: [Signature]

SK / [Signature]
Buyers initials Sellers initials

