

AMENDMENT TO AGREEMENT BETWEEN PARTIES FOR EXISTING TERMS AND CONDITIONS



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1 Date: 12/08/2020

2
3 This document amends an Agreement between The Estate of Elmer Fox
4 _____ (hereafter the "Seller/Landlord") and
5 The City of Billings
6 _____ (hereafter the "Buyer/Tenant") and
7 concerns the following described property:
8 6014 South Billings Blvd Billings Mt 59101
9 S17, T01 S, R26 E, N2N2nN2SE (Less .0774.AC- HWY) 19.923 AC

10
11
12 Each Agreement that is hereby amended and the date of said Agreement is as follows:

- 13 Buy-Sell Agreement _____ 12/08/20
14 _____ Date
15
16 Lease _____
17 _____ Date
18
19 Other (specify document) _____
20 _____ Date
21

22 All terms and conditions of the Agreement are hereby incorporated by reference except as amended by the following
23 terms and conditions:

24 In regard to the Appraisal Contingency, the appraised value came in at \$1,130,000.00. The buyers
25 are willing to proceed at a purchase price of 1,130,000.00
26 In regard to the Addendum # 2 Property Investigation Contingency, as per the Phase I Report, the
27 seller to remediate the contaminated soils.
28 Acceptance date must be made prior to 12-10-2020 by 11:00 am from the Seller in order for the
29 amendment to be placed on the council agenda for 12-21-2020
30
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38 _____ Date
39 (Buyer/Tenant) City Of Billings
40
41 _____ Date
42 (Buyer/Tenant)
43
44 _____ Date
45 (Buyer/Tenant)

38 _____ 12/10/20
39 (Seller/Landlord) Date
40 The Estate of Elmer Fox
41 _____ 12/10/20
42 (Seller/Landlord) Date
43 _____ 12/10/20
44 (Seller/Landlord) Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

COUNTER OFFER

7/27/2020
9



1 This Counter Offer pertains to a Buy/Sell Agreement (hereafter The "Agreement") dated 5/22/2020

2 by and between Elmer Fox Estate (Seller) and

3 City of Billings (Buyer) concerning the

4 property described as: 6014 South Billings Blvd Billings Mt 59101

5 S17, T01 S, R26 E, N2N2nN2SE (Less .0774.AC- HWY) 19.923 AC

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9 All the terms and conditions of the Agreement, except the Buyer's Commitment provision, are hereby incorporated by

10 reference except as modified by the following terms and provisions:
11 line 19 the purchase price to be changed from \$2,200,000.00 to \$2,100, 000.00 the Seller leaves
12 the buildings as-is.

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EMFC
Buyer Initials

EMFC
Seller Initials

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Counter Offer, October 2017

40 The dates for performance contained in the Agreement shall be extended the same number of days that have
 41 elapsed between the Agreement and the date of final Acceptance of this Counter Offer except for the closing date
 42 which shall remain as set forth in the Agreement; **OR**
 43 All performance dates contained in the Agreement shall remain the same, except as otherwise stated herein.
 44 Acceptance of this Counter Offer may be made by providing a signed copy to the offering party or their
 45 Broker/Salesperson prior to 07/30/20 10:00 am (Date/Time), whether or not that deadline falls
 46 on a Saturday, Sunday or holiday. Offering party may withdraw this counter offer any time prior to receiving written
 47 acceptance. If acceptance is not given to the offering party or their Broker/Salesperson by expiration of the time for
 48 acceptance, this offer is then null and void.
 49 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means
 50 in accordance with the Montana Uniform Electronic Transaction Act.

51 _____
 52 Seller _____ Date William A Cole 8-17-20
 53 _____ Buyer William Cole _____ Date
 54 _____
 55 _____
 56 _____
 57 Seller _____ Date _____ Buyer _____ Date _____

The Estate of Elmer Fox by Debra Sullivan
Debra Sullivan 7/29/2020

The Estate of Elmer Fox by Karen Leithead
Karen Leithead

The Estate of Elmer Fox by Connie Dempster
Connie Dempster 7/29/2020

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on the next business day.

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 Counter Offer, October 2017

BUY-SELL AGREEMENT (Land) (Including Earnest Money Receipt)



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

This Agreement stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice.

Date: 7/27/2020
City of Billings

as joint tenants with rights of survivorship, tenants in common, single in his/her own right, other
(hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the following described real property (hereafter the "Property") commonly known as

6014 South Billings Blvd 59101
in the City of Billings, County of Yellowstone, Montana, legally described as:
S17, T01 S, R26 E, N2N2nN2SE (Less .0774.AC- HWY) 19.923 AC

TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, uncut timber and non-harvested crops and all improvements thereon except: _____

PERSONAL PROPERTY: The following items of personal property, free of liens and without warranty of condition, are included and shall be transferred by the bill of sale: _____

PURCHASE PRICE AND TERMS:

\$ 1,900,000.00 Purchase Price: One Million Nine Hundred Thousand (U.S. Dollars)
\$ 3,000.00 Earnest Money (credited to Buyer at closing)

\$ 1,897,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows (check one):

- All cash at closing (no financing contingency); OR
- Additional cash down payment at closing in the minimum amount of:
\$1,897,000.00 OR _____ % of the Purchase Price.
- Balance to be financed as indicated below:
- Conventional Other Financing Seller Financing Assumption Home Equity
- Other _____

CLOSING DATE: The date of closing shall be (date) 11/13/2020 (the "Closing Date"). The parties may, by mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the purchase in accordance with this Agreement. If third-party financing is required by the terms of this Agreement (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without amendment by not more than 5 days to accommodate delays attributable solely to such third-party financing.

POSSESSION: Seller shall deliver to Buyer possession of the Property and allow occupancy:
 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; OR
 upon recording of the deed or notice of purchaser's interest, OR

Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, garage door opener(s), and Homeowner's Association facilities, if applicable.

wfc
Buyer's Initials

da / H / CD
Seller's Initials

50 **PAYMENT/RECEIPT OF EARNEST MONEY:** Buyer agrees to provide earnest money in the amount of
51 Three Thousand U.S. Dollars (\$ 3,000.00) as evidenced by Cash;
52 **OR** Check, the receipt of which is acknowledged by the undersigned Broker/Salesperson; **OR**

53
54
55 Emilio Campos & Tracy Miranda (406) 591-4220
56 (Broker/Salesperson's Printed Name and Phone Number) (Signature of Broker/Salesperson) Emilio Campos
57
58 **To be signed only if in actual receipt of cash or check**

59 If Buyer fails to pay the earnest money as set forth above, Buyer will be in default of this Agreement and Seller shall be
60 entitled to immediately terminate this Agreement and declare any earnest money already paid by Buyer to be forfeited.
61

62 **DEPOSIT OF EARNEST MONEY:** All parties to this transaction agree, unless otherwise provided herein, that the
63 earnest money will be deposited or delivered by the Broker/Salesperson listed above within 3 business days of
64 the date all parties have signed the Agreement or _____
65 and such funds will be held in a trust account by _____
66

67 The parties agree that interest accruing on earnest money, if any, while deposited shall be payable to the holder of the
68 earnest money unless otherwise agreed herein. If interest is payable to the holder of the earnest money it is agreed
69 that sums so paid are consideration for services rendered.
70

71 The parties authorize the holder of the earnest money to forward to the closing agent, upon its request, all or any
72 portion of the earnest money required to complete the closing of the transaction.
73

74 **FINANCING CONDITIONS AND OBLIGATIONS:**

75
76 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down
77 payment and closing costs to close this sale in accordance with this Agreement and are not relying upon
78 any contingent source of such funds unless otherwise expressly set forth herein.
79

80 **LOAN APPLICATION:** If Buyer fails to make written application for financing and pay to the lender any
81 required fees, apply for assumption of an existing loan or contract, or initiate any action required for
82 completion of a contract for deed by 5:00 pm (Mountain Time) (date) N/A
83 Buyer will be in breach of this Agreement and Seller can exercise Seller's remedies under this Agreement.
84

85 **CONTINGENCIES:** The contingencies set forth in this Agreement or on attached addenda shall be deemed to have
86 been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (Mountain Time) on
87 the date specified for each contingency, the party requesting that contingency has notified the other party or the other
88 party's Broker/Salesperson in writing that the contingency is not released, waived, or satisfied. If a party has notified the
89 other party on or before the release date that a contingency is not released, waived or satisfied, this transaction is
90 terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.
91

92 **FINANCING CONTINGENCY:**

93 This Agreement is contingent upon Buyer obtaining the financing specified in the section of this Agreement
94 entitled "PURCHASE PRICE AND TERMS". If financing cannot be obtained by the Closing Date this
95 Agreement is terminated and the earnest money will be refunded to the Buyer.
96

97 **APPRAISAL CONTINGENCY:**

98 Property must appraise for at least the Purchase Price **OR** at least \$ _____. If the
99 Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money
100 refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised
101 value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within
102 30 days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

103
104 This Agreement is contingent upon the Property appraising for at least the Purchase Price **OR** at least
105 \$ _____. Release Date: _____

106 WAC
Buyer's Initials

This form presented by Emilio Campos | T & E Realty | (406) 591-4220 | emilio@tanderealty.com

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Buy-Sell Agreement (Land), October 2018
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dc/kh / cd
Seller's Initials

Instant

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TITLE CONTINGENCY: This Agreement is contingent upon Buyer's receipt and approval (to Buyer's satisfaction) of the preliminary title commitment (the "Commitment") issued for the Property. Release Date: 5 days from Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

Buyer may approve the Commitment subject to the removal of specified exceptions. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). If Buyer provides Seller written objections to the Commitment prior to the release date above, Seller shall have ten (10) days from receipt of those objections to satisfy said objections or propose to Buyer a plan by which the objections would be satisfied within a time frame satisfactory to Buyer. If within said ten (10) day period Seller has not either satisfied Buyer's objection to the Commitment or proposed to Buyer a plan by which the objections would be satisfied, Buyer shall have three (3) days after expiration of said ten (10) day period to notify Seller whether Buyer desires to (i) terminate this Agreement in which case the earnest money shall be returned to the Buyer or (ii) waive said objections in which case this Agreement shall remain in full force and effect. The two remedies stated above shall be Buyer's sole remedies if Seller and Buyer are unable to resolve Buyer's objections to the Commitment.

PROPERTY INVESTIGATION: This offer is contingent upon Buyer's independent investigation of the following conditions relating to the Property, including but not limited to; covenants, zoning, access, easements, well depths, septic and sanitation restrictions, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use, special building requirements, future assessments, utility hook up and installation costs, environmental hazards, airport affected area, road maintenance obligations or anything else Buyer deems appropriate. Buyer agrees that any investigations or inspections undertaken by Buyer or on his/her behalf shall not damage or destroy the Property, without the prior written consent of Seller. Further, Buyer agrees to return the Property to its original condition and to indemnify Seller from any damage or destruction to the Property caused by the Buyer's investigations or inspections, if Buyer does not purchase the Property. Release Date: 09/30/2020

This offer is contingent upon
The City Council review and approval of a appraisal, Inspections and financing on the subject property located at 6014 South Billing Blvd Billings Mt.

_____ Release Date: 10/13/2020

This offer is contingent upon _____

_____ Release Date: _____

ADDITIONAL PROVISIONS:
See addendum for additional provisions
The Seller to give NOTICE TO VACATE to the existing tenant a minimum of 30 days prior to closing.
Tenant to vacate the premises at 6014 South Billing Blvd by the date of closing.
Seller to provide any lease agreements with the tenant for the Buyers review.

WAC
Buyer's Initials

ds / Hh CD
Seller's Initials

InstantDocuSign

162 **CONVEYANCE:** The Seller shall convey the real property by Warranty
163 deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by
164 Buyer. The Seller shall convey the personal property by Bill of Sale.
165

166 **WATER:** All water, including surface water or ground water, any legal entitlement to water, including statements of
167 claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches,
168 ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the
169 Property, except: _____
170

171 Filing or transfer fees will be paid by Seller, Buyer, OR split equally between Buyer and Seller.
172 Documents for transfer will be prepared by _____
173

174 **WATER RIGHT OWNERSHIP UPDATE DISCLOSURE:** By Montana law, failure of the parties at closing or transfer
175 of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for
176 updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in
177 the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section
178 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.
179

180 **MINERAL RIGHTS:** "Mineral rights" as defined in this Agreement (which may be different than the definition under
181 Montana law) is a term used to describe the rights the owner of those rights has to use, mine, and/or produce any or
182 all of the minerals and hydrocarbons including oil, gas, coal, sand, gravel, etc. lying below the surface of property.
183 These mineral rights may be separate from the rights a property owner has for the surface of a property. In some
184 cases, these mineral rights have been transferred to a party other than the property owner and as a result the
185 subsurface mineral rights have been severed from the property owner's surface rights. If the mineral rights have been
186 severed from the surface rights, the owner of the mineral rights has the right to enter the land and occupy it in order to
187 mine the minerals even though they don't own the property. The undersigned Buyer acknowledges and agrees that
188 neither the Seller nor the brokerage firms, brokers and salespersons involved in the transaction anticipated by this
189 Agreement warrant or make any representations concerning the mineral rights, if any, for this Property and that
190 neither the Seller nor the brokerage firms, brokers and salespersons involved in the Buyer's purchase of the Property
191 have conducted an inspection or analysis of the mineral rights to and for the Property.
192

193 **CLOSING FEE:** The fee charged by the individual or company closing the transaction will be paid by Seller
194 Buyer Equally Shared.
195

196 **TITLE INSURANCE:** Seller, at Seller's expense and from a title insurance company chosen by Seller, shall furnish
197 Buyer with an ALTA Standard Coverage Owners Title Insurance Policy (as evidenced by a standard form American
198 Land Title Association title insurance commitment) in an amount equal to the purchase price. Buyer may purchase
199 additional owner's title insurance coverage in the form of "Extended Coverage" or "Enhanced Coverage" for an
200 additional cost to the Buyer. It is recommended that Buyer obtain details from a title company.
201

202 **CONDITION OF TITLE:** All mortgages, judgements and liens shall be paid or satisfied by the Seller at or prior to
203 closing unless otherwise provided herein. Seller agrees that no additional encumbrances, restrictions, easements or
204 other adverse title conditions will be placed against the title to the Property subsequent to the effective date of the
205 preliminary title commitment approved by the Buyer.
206

207 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
208 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
209 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
210 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
211 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
212 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
213 Non-Assignability" section below.

WAC
Buyer's Initials

da/kl cd
Seller's Initials
Instantaneous

214 **SPECIAL IMPROVEMENT DISTRICTS:** Special Improvement Districts (including rural SIDs), including those that
215 have been noticed to Seller by City/County but not yet spread or currently assessed, if any, will be:
216 paid off by Seller at closing;

217 assumed by Buyer at closing; OR
218

219 All perpetual SIDS shall be assumed by Buyer.
220 _____

221 **ASSOCIATION SPECIAL ASSESSMENTS:** Any special or non-recurring assessments of any non-governmental
222 association, including those that have been approved but not yet billed or assessed, will be:

223 paid off by Seller at closing;
224 assumed by Buyer at closing; OR
225

226 _____
227 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
228 District assessments for the current tax year, as well as pre-paid rents, water and sewer system charges, heating fuel
229 and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, if any, as
230 of the date of closing unless otherwise agreed and: _____
231 _____
232 _____
233 _____
234 _____

235 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
236 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property.
237 Seller will remove all personal property not included in this sale prior to closing.
238

239 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the state of Montana should be aware that some properties
240 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
241 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
242 owner of property, contact either your local County extension agent or Weed Control Board.
243

244 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
245 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
246 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
247 information concerning registered offenders available to the public. If you desire further information please contact the
248 local County Sheriff's office, the Montana Department of Justice, in Helena, Montana, and the probation officers
249 assigned to the area.
250

251 **BUYER'S REMEDIES:** (A) If a Seller fails to accept the offer contained in this Agreement within the time period
252 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
253 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
254 anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- 255 (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of such
256 money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; OR
257 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; OR
258 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
259

260 **SELLER'S REMEDIES:**

261 If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the
262 transaction within the time period provided in this Agreement, the Seller may:

- 263 (1) Declare the earnest money paid by Buyer be forfeited; OR
264 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; OR
265 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.

WAC

Buyer's Initials

ds/Kb | CD

Seller's Initials

266 **BUYER'S AND SELLER'S CERTIFICATION:** By entering into this Agreement, each person or persons executing this
267 Agreement, as Buyer or Seller, represents that he/she is eighteen (18) years of age or older, of sound mind, and legally
268 competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership,
269 or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
270

271 **FOREIGN PERSON OR ENTITY:** Section 1445 of the Internal Revenue Code provides for the withholding of tax
272 upon the sale of U.S. real property owned by a foreign entity or foreign person unless the amount realized (usually
273 the sales price) does not exceed \$300,000 and the Buyer intends to use the property as a residence. If the Seller is
274 a foreign entity or foreign person, Seller acknowledges and agrees that the Buyer or closing agent is required to
275 deduct and withhold the applicable tax from the proceeds of sale at closing and submit the tax to the Internal
276 Revenue Service unless the transfer of the property satisfies an exception provided for in Section 1445 of the
277 Internal Revenue Code.
278

279 **AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT:** The Agricultural Foreign Investment Disclosure Act
280 of 1978 (AFIDA) requires any foreign person who acquires or transfers any interest, other than a security interest, in
281 agricultural land to submit a report to the Secretary of Agriculture not later than 90 days after the date of the
282 acquisition or transfer. If Buyer or Seller is or may be considered a foreign person under the AFIDA they are advised
283 to consult with an appropriate professional concerning any reporting that may be required by the AFIDA.
284

285 **CONSENT TO DISCLOSE INFORMATION:** Buyer and Seller hereby consent to the procurement and disclosure by
286 Buyer, Seller, and Brokers/Salespersons and their attorneys, agent, and other parties having interests essential to this
287 Agreement, of any and all information reasonably necessary to consummate the transaction described in this
288 Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar
289 documents concerning this Property or underlying obligations pertaining thereto.
290

291 **WIRE FRAUD ALERT:** Criminals are hacking email accounts of title companies, real estate agents, settlement
292 attorneys and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal.
293 The emails may look legitimate but they are not. Buyer and Seller are advised **NOT** to wire any funds without
294 personally speaking with the intended recipient of the wire to confirm the routing number and the account number.
295 Buyer and Seller should **NOT** send personal information such as social security numbers, bank account numbers and
296 credit card numbers through email.
297

298 **RISK OF LOSS:** All loss or damage to any of the above-described real property or personal property to any cause is
299 assumed by Seller through the time of closing unless otherwise specified.
300

301 **TIME IS OF THE ESSENCE:** Time is of the essence as to the terms and provisions of this Agreement.
302

303 **BINDING EFFECT AND NON-ASSIGNABILITY:** This Agreement is binding upon the heirs, successors and assigns
304 of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's
305 express written consent.
306

307 **ATTORNEY FEES:** In any action brought by the Buyer or the Seller to enforce any of the terms of this Agreement, the
308 prevailing party in such action shall be entitled to such reasonable attorney fees as the court or arbitrator shall
309 determine just.
310

311 **COMMISSION:** The Seller's and/or Buyer's commitment to pay a commission in connection with this transaction is an
312 integral part of this Agreement.
313

314 **FAX/COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in counterparts and, when
315 all counterpart documents are executed, the counterparts shall constitute a single binding instrument. Moreover, a
316 signature transmitted by fax or other electronic means will be enforceable against any party who executes the
317 Agreement and transmits the signature by fax or other electronic means. The parties hereto, all agree that the
318 transaction contemplated by this document may be conducted by electronic means in accordance with the Montana
319 Uniform Electronic Transaction Act.

WAC / _____
Buyer's Initials

ds / kh / cd
Seller's Initials

320 **ENTIRE AGREEMENT:** This Agreement, together with any attached exhibits and any addenda or amendments
321 signed by the parties, shall constitute the entire agreement between Seller and Buyer, and supersedes any other
322 written or oral agreements between Seller and Buyer. This Agreement can be modified only in writing, signed by the
323 Seller and Buyer.
324

325 **EARNEST MONEY DISPUTES:** Buyer and Seller agree that, in the event of any controversy regarding the earnest
326 money and things of value held by the Broker, closing agent, or any person or entity holding such money or property,
327 unless mutual written instructions are received by the holder of the earnest money and things of value, Broker or
328 closing agent shall not be required to take any action, but may await any proceedings, or, at Broker's or closing
329 agent's option and sole discretion, may interplead all parties and deposit any monies or things of value in a Court of
330 competent jurisdiction and may utilize as much of the earnest money deposit as may be necessary to advance the
331 cost and fees required for filing such action.
332

333 **ADDENDA AND/OR DISCLOSURES ATTACHED:** (check all that apply):

- 334 Contingency for Sale of Buyer's Property Back-up Offer
335 Addendum for Additional Provisions
336 Water Rights Acknowledgement
337
338
339

340 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
341 hereafter have been involved in the capacities indicated below and the parties have previously received the required
342 statutory disclosures setting forth the licensees' duties and the limits of their obligations to each party:
343

344 Bob Pulley & Chuck Platt of Bob Pulley Real Estate
345 (name of licensee) (name of brokerage company)
346
347 25134 & 3331 321 Glee Place
348 (licensee's Montana license number) (brokerage company address)
349
350 bobapeiot@msn.com 406-670-7947
351 (licensee email address) (brokerage company phone number)
352
353 406-697-7947
354 (licensee phone number)
355 is acting as Seller's Agent Dual Agent Statutory Broker
356

357 Emilio Campos & Tracy Miranda of T & E Realty
358 (name of licensee) (name of brokerage company)
359
360 8707 & 6863 2475 Village Lane, Ste 103 Billings MT 59102
361 (licensee's Montana license number) (brokerage company address)
362
363 emilio@tanderealty.com 406-245-4220
364 (licensee email address) (brokerage company phone number)
365
366 (406) 591-4220 (406) 591-4220
367 (licensee phone number)
368 is acting as Buyer's Agent Dual Agent Statutory Broker
369 Seller's Agent (includes Seller's Sub-Agent)

WAC
Buyer's Initials

ds/kl / cd
Seller's Initials

370 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that he/she has examined the real and personal property,
371 that Buyer enters into this Agreement in full reliance upon his/her independent investigation and judgement, that prior
372 verbal representations by the Seller or Seller's agent or representatives do not modify or affect this Agreement, and
373 that by signing this Agreement Buyer acknowledges having read and understood this entire Agreement.
374

375 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
376 forth in the above offer and grant to said Broker/Salesperson until (date) 07/28/2020, at 11:00 am pm
377 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
378 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
379 has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a
380 copy of this Agreement bearing my/our signature(s).
381

382 _____ Date: _____, at _____ am pm (Mountain Time)
383 Buyer's Signature
384 Name Printed: City of Billings

387 Address: 210 North 27th Billings State: Mt Zip: 59101
388

389 William A Cole Date: 8-17-20, at _____ am pm (Mountain Time)
390 Buyer's Signature

391 Name Printed: William Cole
392 Address (if different): _____ State: _____ Zip: _____
393

396 **SELLER'S COMMITMENT:**
397 I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby
398 acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.
399

401 _____ Date: _____, at _____ am pm (Mountain Time)
402 Seller's Signature

403 Name Printed: _____
404

405 Address: _____ State: _____ Zip: _____
406

408 _____ Date: _____, at _____ am pm (Mountain Time)
409 Seller's Signature

410 Name Printed: _____
411

412 Address (if different): _____ State: _____ Zip: _____
413

414 Modified per the attached Counter Offer:
415

416 AS / RL / CD / 7/20/20 _____ / _____
417 Seller's Initials Date Seller's Initials Date
418

419 Rejection of this offer by Seller (no counter offer is being made):
420

421 _____ / _____
422 Seller's Initials Date Seller's Initials Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except
Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



Addendum for Additional Provisions

DATE: July 20, 2020

BY: Jessica Iverson, Facilities Manager

RE: City of Billings' Real Property Purchasing Procedure for Property Located at 6014 S. Billings Blvd, Billings, MT 59101

P.O. Box 1178
Billings, MT 59103
P 406.657.8433
F 406.657.8390

Pursuant to the City of Billings' purchasing procedures, all real property purchases over a value of \$200,000 are subject to a specific appraisal process and City Council approval as specified in Resolution 93-16740. Additionally, the Mayor, with Council approval is the only person authorized to sign a binding agreement of this dollar amount. Further, the City requires that the other party to any contract signs the agreement first. For these reasons, City of Billings staff may negotiate, but may not sign a binding buy/sell agreement for the property located at 6014 S. Billings Blvd.

To meet the City's purchasing requirements and to comply with Resolution 93-16740 and the Variance to Resolution 93-16740 granted by Council on July 13, 2020, we expect the process to generally comply with the following timeline:

1. City shall submit an unsigned offer and earnest money check to the seller to begin purchase price negotiations.
2. Once a price is agreed upon between City Staff and the seller, the seller will sign the agreement and City Staff will present to the Council at the August 10th, 2020 Regular Business Meeting.
3. The Council may approve or reject the proposed purchase price.
4. If approved, the Mayor would sign the buy/sell agreement with the contingencies of appraisal, inspection, financing, and final Council action.
5. With a buy/sell in place, the City would continue onto the appraisal and inspection phase.
6. Once appraisals and inspections are complete, City Staff will present findings to Council for approval or disapproval to continue with the purchase. This will occur at a regular business meeting on either October 12th or October 26th, 2020.
7. If the Council approves the appraisals, inspections, and financing, then the purchase can move forward and be finalized.

**MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)**



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: December 2 2020

2
3 Property: Elmer Fox Estate (Home w/ Acreage)

4 Seller(s): Reps of Elmer Fox Estate

5 Seller(s) Agent: Bob Pulley

6
7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8
9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are known
10 to the seller agent, except that the seller agent is not required to inspect the property or verify any statements
11 made by the seller; and
12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
13 information regarding adverse material facts that concern the property.
14

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement (Commercial) that
16 has been completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement
18 (Commercial), **except as set forth below**, the Seller Agent has no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or
20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern
21 the Property
22

23 _____
24 _____
25 _____
26 _____
27 _____
28

29 Information regarding adverse material facts that concern the Property and that are known to the Seller(s) Agent, if any,
30 is set forth above. However, the Seller(s) Agent is not required to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property
32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to
33 any advice, inspections or defects.
34

35 Seller Agent Signature: Bob Pulley

36
37 Dated: December 2, 2020

38
39 Buyer and Buyer's Agent acknowledge receipt of this Property Disclosure Statement (Commercial).

40
41 Buyer(s) Agent: _____

42
43 Buyer Agent Signature: _____

44
45 Dated: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

**OWNER'S PROPERTY DISCLOSURE STATEMENT (COMMERCIAL)
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM**



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 12-9-2020

2
3 The undersigned Owner is the owner of certain real property located at 6014 So Blgs Blvd
4 _____, in the City of Billings,
5 County of Yellowstone, Montana, which real property is legally described as:
6 Section 17, Town of S, Range 26 E 517, T01 S, R26 E,
7 N2N2N2SE (less .0774 AC - HWY) 14-923 AC
8 _____
9 _____

10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
11 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.

OWNER'S DISCLOSURE *Personal Reps have not lived on property since 1979.*

16 Owner has never occupied the Property.
17
18 Owner has not occupied the Property since September 16, 2010 (date).

19
20
21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify and
24 hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property, harmless
25 from all claims for damages based upon the disclosures made in this Disclosure Statement along with the failure of the
26 Owner to disclose any adverse material facts known to the Owner.

27
28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the above
29 date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between Owner and
30 buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to obtain.**

31
32 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If
33 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement (Commercial).

34
35 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
36 Freezer, Washer, Dryer)
37 All appliances are old and should be disposed of.

38
39
40 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Water Heater,
41 Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, ~~TV Antenna~~, ~~Satellite Dish~~, Central Sound
42 systems, Wiring for phone, cable and internet, Security Alarms, Fire Alarms, Smoke Detectors, Garage Door
43 Openers, and Security Gates) *yes*
44 Exhaust fan over stove - old; rest are functioning. Smoke detectors
45 new in 2019.

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement (Commercial), March 2018

CD K.L.H.
Owner's Initials

- 47 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)
 48 Shop - New wiring when built
 49 House - wiring from 1956
 50
- 51 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
 52 a. Faucets, fixtures, etc.
 53 Functioning but all old
 54
- 55
 56 b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding
 57 Tanks, Grease Traps, Oil/Water Separators and Cesspools)
 58 Functioning but all old
 59
- 60
 61 c. Septic Systems permit in compliance with existing use of Property
 62 Not required when built
 63
- 64
 65 Date Septic System was last pumped? UNKNOWN
 66
- 67 d. Public Sewer Systems (Clogging and Backing Up)
 68 NA
 69
- 70
- 71 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air
 72 Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks,
 73 Thermostats, Wall/Window AC, Evaporator Coolers, Humidifiers, Propane tanks)
 74 Natural Gas heat for house (main floor)
 75 Wall Unit - Natural Gas basement - not used in many years
 76
- 77 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws,
 78 Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)
 79 Coal Stoker unit in Shop
 80 No other heat sources
 81
- 82 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)
 83 UNK
 84
- 85
- 86 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window
 87 Screens, Slabs, Driveways, Sidewalks, Fences)
 88 Plaster walls in main floor house - paneling in basement
 89 Shop insulated + dry walled.
 90
 91
 92
 93
- 94
- 95 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)
 96 Over the years, basement has had water issue when
 97 field improperly irrigated - ~~septic~~ pump installed
 98 sub
- 99 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)
 100 Concrete basement house
 101 slab for Shop

Buyer's or Lessee's Initials

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 Owner's Property Disclosure Statement (Commercial), March 2018

CD KL, A
 Owner's Initials

Page 2 of 5

- 102 11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)
 103 No gutters; Roof new in 1990.
 104 No structure problems known to reps
 105 _____
 106 _____
 107 _____
- 108 12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)
 109 Drinking water on cistern
 110 All other on well - water very hard.
 111 _____
- 112 a. Private well
 113 Yes
 114 _____
 115 _____
- 116 b. Public or community water systems
 117 None
 118 _____
 119 _____
- 120 13. ANCILLARY BUILDINGS: (Window Screens, Underground Sprinklers systems and controls, Partially landscaped or
 121 un-landscaped yard)
 122 Grass around house
 123 Gravel drive
 124 _____
- 125 14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed,
 126 which may cause smoke, smell, noise or other nuisance, annoyance or pollution:
 127 N/A
 128 _____
 129 _____
- 130 15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal
 131 Disputes Concerning Access)
 132 N/A
 133 _____
 134 _____
- 135 16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):
 136 None
 137 _____
 138 _____
- 139 17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's
 140 knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab. If the
 141 Property has been used as a clandestine Methamphetamine drug lab Owner agrees to execute the Montana
 142 Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other
 143 information that may be required under Montana law concerning the use of the Property as a clandestine
 144 Methamphetamine drug lab.
 145 _____
- 146 18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents
 147 that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon
 148 progeny and the Property has has not received mitigation or treatment for the same. If the Property has
 149 been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation
 150 or treatment.
 151 _____
- 152 19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner
 153 has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has
 154 knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports
 155 and records concerning that knowledge.

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 Owner's Property Disclosure Statement (Commercial), March 2018 Owner's Initials

156 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
 157 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
 158 the Property has has not received mitigation or treatment for mold. If the Property has been tested for mold
 159 or has received mitigation or treatment for mold, attached are any documents or other information that may be
 160 required under Montana law concerning such testing, treatment or mitigation.
 161

162 If any of the following items or conditions exist relative to the Property, please check the box and provide
 163 details on the attached addendum.

- 164 1. Asbestos.
- 165 2. Noxious weeds.
- 166 3. Pests, rodents.
- 167 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
 168 treated, attach documentation.)
- 169 5. Common walls, fences and driveways that may have any effect on the subject Property.
- 170 6. Encroachments, easements, or similar matters that may affect your interest in the subject Property.
- 171 7. Building additions, structural modifications, or other alterations or repairs made without necessary permits
 172 or association and architectural committee permission.
- 173 8. Building additions, structural modifications, or other alterations or repairs not in compliance with building codes.
- 174 9. Health department or other governmental licensing, compliance or issues.
- 175 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
- 176 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
- 177 12. Settling, slippage, sliding or other soil problems.
- 178 13. Flooding, draining, grading problems, or French drains.
- 179 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 180 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
 181 smell, noise or other pollution.
- 182 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 183 17. Neighborhood noise problems or other nuisances.
- 184 18. Violations of deed restrictions, restrictive covenants or other such obligations.
- 185 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 186 20. Zoning, Historic District or land use change planned or being considered by the city or county.
- 187 21. Street or utility improvement planned that may affect or be assessed against the Property.
- 188 22. Property Owner's association obligations (dues, lawsuits, etc.).
- 189 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 190 24. "Common area" problems.
- 191 25. Tenant problems, defaults or other tenant issues.
- 192 26. Notices of abatement or citations against the Property.
- 193 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the Property.
- 194 28. Airport affected area.
- 195 29. Animal damage.
- 196 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
 197 or reservations. *See addendum*
- 198 31. Environmental Phase I, II or III and any environmental reports or remediation records or known
 199 Environmental conditions
- 200 32. Railroad leases affecting the Property.
- 201 33. Other matters as set forth in the attached addendum.

202
 203 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief
 204 as of the date signed by Owner.
 205 *Connie Dempster, Personal Representative* 12/9/2020
 206 *Karen Luthers, Personal Representative* 12/9/2020
 207 Owner's Signature Date
 208 *Mum & Sullivan, pers rep* 12/10/2020
 209
 210 Owner's Signature Date

 Buyer's or Lessee's Initials ©2018 Montana Association of REALTORS®
 Owner's Property Disclosure Statement (Commercial), March 2018 CD KL M
 Page 4 of 5 Owner's Initials

211 Please note the following changes to the foregoing disclosure: N/A
 212 _____
 213 _____
 214 _____
 215 _____
 216 _____
 217 _____
 218 _____
 219 _____
 220 _____
 221 _____
 222 _____
 223 Connie Dempster, Personal Representative 12-9-2020
 224 Karen Leithard, Personal Representative 12-9-2020
 225 Owner's Signature Date
 226 [Signature] 12/10/2020
 227 Owner's Signature Date
 228 _____
 229 _____
 230 _____

231 **BUYER'S/LESSEE'S ACKNOWLEDGEMENT**

232 Subject Property Address: _____
 233 _____
 234 _____
 235 _____

237 Buyer(s)/Lessee(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning
 238 the Property that are known to the Owner. The disclosure statement does not provide any representations or
 239 warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material
 240 fact concerning a particular feature, fixture or element imply that the same is free of defects.

241 Buyer(s)/Lessee(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide
 242 for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or
 243 defects. Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the
 244 overall condition of the Property in lieu of other inspections, reports or advice.
 245

247 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

248 _____
 249 _____
 250 Buyer's/Lessee's Signature Date
 251 _____
 252 _____
 253 Buyer's/Lessee's Signature Date
 254 _____

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

**ADDENDUM TO OWNER'S PROPERTY DISCLOSURE STATEMENT
(COMMERCIAL)**

1 This Addendum is an attachment to the Owner's Property Disclosure Statement (Commercial) regarding certain real
 2 property located at 6014 So Blgs Blvd
 3 in the City of Billings, County of Yellowstone
 4 Montana, which real property is legally described as: Section 17 Town 01 S, Range 26 E,
 5 S17, T01 S, R26 E, N2N2N2SE (Less .0774 AC Hwy)
 6 19.923 AC

9 The Owner hereby discloses the following information:

12 Page 4;
 13 Line 196
 14 # 20

16 1) Shop & house leased to Todd Bjork Construction, Inc.
 17 See copy of attached lease.

20 2) Hay ground farmed by gentleman's
 21 agreement w/ relatives on the adjacent
 22 farm: Weeds & hay maintained by them
 23 & hay sold & stored w/ Estate.

45	<u>Carmie Dempster, Personal Representative</u>	<u>12-9-2020</u>
46	<u>[Signature]</u>	<u>12/10/2020</u>
48	<u>Karen Luthers, Personal Representative</u>	<u>12-9-2020</u>
49	Owner's Signature	Date

53	Buyer/Lessee	Date	Buyer/Lessee	Date
----	--------------	------	--------------	------

**ADDENDUM # 2 BETWEEN PARTIES
FOR ADDITIONAL PROVISIONS**



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 8/25/2020

2
3 This Addendum adds additional provisions to a document between _____
4 The Estate of Elmer Fox (hereafter the "Seller/Landlord") and
5 City of Billings (hereafter the "Buyer/Tenant") and
6 concerns the following described property:

7 6014 South Billings Blvd Billings Mt 59101
8 S17, T01 S, R26 E, N2N2nN2SE (Less .0774.AC- HWY) 19.923 AC

9
10
11 The document to which additional provisions are being added is/are as follows:

- 12
13 Buy-Sell Agreement _____ 07/27/20
14 _____ Date
15 Counter Offer _____ Date
16 _____ Date
17 Agreement to Manage Property _____ Date
18 _____ Date
19 Other (specify document) _____ Date
20 _____ Date

21 Additional provisions:
22 line 37 the Closing date to be changed from 11/13/2020 to January 14th 2021.
23 Line 137 contingency release date to be changed from 10/13/2020 to 12/14/2020 unless city council
24 requires more time to review all criteria for the purchase of the land at 6014 south Billings Blvd
25 Billings Mt
26 In the event the council does not make a decision at the December meeting, the new contingency
27 release date would be 1/12/2021
28
29
30
31
32
33
34
35
36
37

38 _____
39 (Buyer/Tenant) Date (Seller/Landlord) Date
40 City OF Billings The Estate of Elmer Fox
41 _____
42 (Buyer/Tenant) Date (Seller/Landlord) Date
William Cole

x Karen Luthhead 9-10-20
(Seller/Landlord) Date

x Carrie Dempster 9-10-20
(Seller/Landlord) Date

x Lina Oullu 9/8/20
(Seller/Landlord) Date

NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

ELMER FOX ESTATE

Attn: Connie Dempster

PO Box 591

Park City, MT 59063

RENTAL AGREEMENT

This agreement is rent the shop, and yard area with house access at 6014 S Billings Blvd, Billings, Montana is made this August 1, 2020 between Elmer Fox Estate (LANDLORD) and Todd Bjork Construction (TENANT). See exhibit A - aerial map noting rental area.

- RENT** The Tenant shall pay the Landlord \$900.00 per month on the first day of each month, for the length of this agreement. A deposit equal to one month of rent will be due upon the signing of this lease. This deposit will be returned if the following conditions are met: 1) 60-day written notice of that tenant will be vacating the property. 2) The property is left in sound condition beyond that of normal wear and tear.
- SERVICES** Property taxes will be paid by the Landlord. All utilities such as electricity, natural gas and drinking water; yard maintenance including weed control, general maintenance and other communication services are to be provided by the Tenant.
- MAINTENANCE** Landlord will be responsible for maintenance and repair of heating equipment; plumbing, and electrical wiring provided such repairs were not caused by acts of the Tenant.
- LANDLORD'S** Nothing herein contained shall empower Tenant to any act which can, may, or shall cloud or encumber Landlord's Title. Tenant agrees that it will not permit any type of lien on the property.
- CASUALTY
INSURANCE** Tenant shall, during entire term, at Tenant's own cost and expense, keep in force, by advance of premiums, general liability and casualty insurance in an amount of not less than \$300,000 for injury to or death of one and/or not less than \$1,000,000 for more than one persons, as a result of one or more occurrence, insure Tenant's occupancy. Said insurance to protect, hold harmless, and indemnify Landlord not only against any and all such liability, but also including investigation and attorney fees and other costs of defense. Landlord shall receive notice of cancellation within ten (10) days of cancellation. A certification of the insurance shall be delivered to the Landlord within one month of occupancy from the insurance company listing the Elmer Fox Estate as its base of operation and as additional insured. Tenant shall provide prove of Worker's Compensation Insurance is being carried for all employees working from this location. The Tenant must insure all business, personal property, tools and equipment owned by Tenant and located at this site. Landlord

shall carry general liability and casualty in an amount of not less than \$1,000,000 for injury to or death of one or more than one person, as a result of one occurrence; and property insurance for the land and buildings with minimum content insurance on this site.

STATUTES Tenant will conform to the requirements of all applicable City, County, State and Federal Ordinances.

DEFAULT In the event of default by the Tenant in the performance of its obligation to pay rent hereunder, the Landlord shall have the right, after written notification, to terminate the rental agreement and immediately re-enter the premise with or without process of law.

TERM The Rental Agreement is for month to month as both Landlord and Tenant are entering into the agreement knowing the property will be listed for sale. This agreement began on July 15, 2019 and expires with a 60- day written notice. Both parties agree to give each other as much notice as possible when ending this agreement. The rental rate of \$900.00 per month can be increased after and for each 1-year period thereafter, by the prorated increased property taxes and insurance. This renewal is for the period of August 1, 2020 to July 31, 2021.

IN WITNESS WHEREOF, the Landlord has caused these presents to be executed by its duly authorized representative, and the Tenant has caused these present to be properly executed, as of the day, month, and year first above written.

LANDLORD: Elmer Fox Estate (EIN 83-6529993)

BY: Connie Dempster
Connie Dempster

BY: Debra Sullivan
Debra Sullivan

BY: Karen Leithhead
Karen Leithhead

TENANT: Todd Bjork Construction

BY: Todd Bjork
Todd Bjork



Exhibit A – Rental Area