

NOTICE OF PRIMARY POSITION



1 In reference to the Buy/Sell Agreement between Levi Anderson for Western Montana Mental Health Center
2 _____ (Seller)
3 and City of Missoula _____ (Buyer),
4 dated 05/23/2021 _____, covering the following described property 1205 West
5 Broadway Street, Missoula, MT 59802
6 _____
7 _____
8 _____
9 _____,
10 this is to notify City of Missoula _____, as
11 Buyer(s), that the Buyer(s) back-up offer position # 1 _____, is now in primary position.
12 _____
13 Date 08/02/2021 _____
14 Time 6:00 pm _____
15 _____
16

<i>Rick Meisinger</i>	dotloop verified 08/02/21 5:18 PM MDT AUZW-UYIJ-RE3I-BIBE
-----------------------	--

17 _____
18 Broker/Salesperson

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.

BACK-UP OFFER ADDENDUM



1 Date: 06/09/2021
 2
 3 This Back-Up Offer Addendum is an addendum to the Buy-Sell Agreement between Western Montana
 4 Mental Health (hereafter the "Seller") and
 5 City of Missoula (hereafter the "Buyer"),
 6 dated 06/02/2021 concerning the following described property 1205 West Broadway
 7 Street, Missoula, MT 59802
 8 (hereafter the "Property").
 9

10 Buyer understands that Seller has previously entered into one or more agreements to sell the Property.
 11 The agreement to purchase the Property between Buyer and Seller (hereafter the "Buy-Sell Agreement")
 12 is subject to the written cancellation and termination of all such other Buy-Sell Agreements. This is the
 13 #1 back-up offer that is subject to the primary Buy-Sell Agreement.
 14

15 Upon the written cancellation and termination of the primary Buy-Sell Agreement, the Seller's
 16 Broker/Salesperson will provide a Notice of Primary Position (hereafter the "Notice") signed by the
 17 Seller's Broker/Salesperson notifying Buyer that Buyer's offer is in primary position. The Notice shall be
 18 delivered by the Seller's Broker/Salesperson to the Buyer or the Buyer's Broker/Salesperson only by
 19 hand-delivery or electronic means.
 20

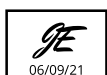
- 21 • A Notice that is hand-delivered shall be deemed to have been delivered by the Seller's
 22 Broker/Salesperson when it has been hand-delivered to the Buyer or the Buyer's
 23 Broker/Salesperson, whichever occurs first.
 24
- 25 • A Notice sent by facsimile shall be deemed to have been delivered when sent to either the Buyer
 26 or the Buyer's Broker/Salesperson by the Seller's Broker/Salesperson.
 27
- 28 • A Notice sent to the e-mail address of either the Buyer or the Buyer's Broker/Salesperson shall
 29 be deemed delivered upon the Seller's Broker/Salesperson sending the email.
 30

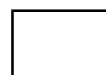
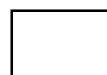
31 When the Seller's Broker/Salesperson has delivered the Notice, signed by the Seller's
 32 Broker/Salesperson, to Buyer or Buyer's Broker/Salesperson informing the Buyer that the Buyer's offer
 33 is in primary position, Buyer shall provide the earnest money in the amount and by the deadline specified
 34 in the Buy-Sell Agreement.
 35

36 Until the Notice is delivered to Buyer, Buyer may cancel and terminate this Buy-Sell Agreement by
 37 providing written notice to Seller. Seller may extend or modify any and all terms and conditions of the
 38 **primary** Buy-Sell Agreement at Seller's discretion.
 39

40 Time periods in the Buy-Sell Agreement which are stated as a number of days shall begin on the date
 41 the Notice is delivered to the Buyer or the Buyer's Broker/Salesperson.
 42

43 Any dates of performance in the Buy-Sell Agreement shall be extended the same number of days that
 44 has elapsed between the date the Buy-Sell Agreement was executed by both Buyer and Seller and the
 45 date the Notice is delivered to the Buyer or the Buyer's Broker/Salesperson.


 06/09/21
 Buyer's Initials

 / 
 Seller's Initials

46		
47		
48	Seller's Signature	Date/Time
49		
50		
51	Seller's Signature	Date/Time
52		
53	<i>John Eugen</i>	dotloop verified 06/09/21 11:27 PM MDT SLUK-KAMJ-665O-HNHO
54	Buyer's Signature	Date/Time
55		
56		
57	Buyer's Signature	Date/Time

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.

MULTIPLE COUNTER OFFER

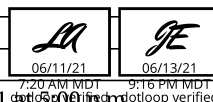


1 Date: 06/02/2021
 2
 3 This Multiple Counter Offer pertains to a Buy-Sell Agreement (hereafter the "Agreement") dated 05/23/2021,
 4 by and between Levi Anderson for Western Montana Mental Health Center (hereafter
 5 the "Seller") and City of Missoula (hereafter
 6 the "Buyer") concerning the following real property (hereafter the "Property") described as: 1205 West Broadway Street,
 7 Missoula, MT 59802
 8 SHADY GROVE - LOTS A1 & B1A, S21, T13 N, R19 W, Lot A1
 9

10
 11
 12 All the terms and conditions of the Agreement, except the Buyer's Commitment provision, are hereby incorporated by
 13 reference except as modified by the following terms and provisions:

14 Line 20: (1) refrigerator and (1) range in each rental unit.
 15 Line 41: Closing Date 8/19/2021
 16 Line 46: 5 days
 17 Line 60: Earnest Money to be provided within 4 days of mutual acceptance of offer.
 18 Line 117: 6/24/2021
 19 Line 133: 14 days to review and approve preliminary title commitment.
 20 Line 151-153: 8/10/2021

21 Line 378: 6/3/2021 at 5:00 p.m.
 22 **Line 350: Attached Addenda- Check Back Up Offer Addendum**
 23 Additional Provisions: Earnest Money to be non-refundable after 6/24/2021 at 5:00 p.m.



24
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 33
 34 ☐ The dates for performance contained in the Agreement shall be extended the same number of days that have
 35 elapsed between the Agreement and the date of final Acceptance of this Multiple Counter Offer except for the closing
 36 date which shall remain as set forth in the Agreement; **OR**
 37 ☒ All performance dates contained in the Agreement shall remain the same.

38
 39 All the terms and conditions contained in the Agreement, which have not been specifically modified or deleted by this
 40 Multiple Counter Offer are hereby approved by the Seller subject to the Multiple Counter Offer conditions set forth
 41 below.

42
 43 **Seller is also making a counter offer(s) to another prospective buyer(s) on terms which may or may not be the**
 44 **same as in this Multiple Counter Offer. Acceptance of this Multiple Counter Offer by Buyer shall NOT be binding**
 45 **unless and until this Multiple Counter Offer is subsequently re-signed by Seller, as set forth below, and the**
 46 **re-signed copy is delivered in person, by mail or electronic means to the Buyer or Buyer's Broker/Salesperson**
 47 **within the time specified ("Final Acceptance").**

48
 49 In the event that Seller receives at least one accepted Multiple Counter Offers, Seller reserves the right to determine
 50 which accepted Multiple Counter Offer to confirm, if any. Final Acceptance by Seller shall occur only if Seller has signed
 51 under "Seller Final Acceptance" as set forth below.

52
 53 Seller may withdraw this Multiple Counter Offer any time prior to receiving written acceptance from Buyer. If acceptance
 54 is not given by Buyer by expiration of the time for acceptance, this offer is null and void.

06/04/21
 7:20 PM MDT
 dotloop verified
 Buyer's Initials

06/11/21
 7:20 PM MDT
 dotloop verified
 Seller's Initials

55 Seller agrees to sell the Property set forth above on the terms and conditions set forth herein.

56

57 Unless acceptance of this Multiple Counter Offer is signed by Buyer and a signed copy delivered in person, by mail or
58 electronic means and received by Seller or Seller's Broker/Salesperson prior to 06/04/2021 _____ at
59 5:00 _____ ☐ a.m. ☒ p.m., Mountain Time, this Multiple Counter Offer shall be considered withdrawn.

60

61 _____

62 Seller's Signature

Date

63

64 _____

65 Seller's Signature

Date

66

67 The parties hereto, all agree that the transaction contemplated by this document may be conducted by electronic means
68 in accordance with the Montana Uniform Electronic Act.

69

70

BUYER ACCEPTANCE

71

72 Buyer accepts the foregoing Multiple Counter Offer and agrees to purchase the Property set forth above on the terms
73 and conditions specified.

74

75 Unless acceptance of this Multiple Counter Offer is signed by Seller and a signed copy delivered in person, by mail or
76 electronic means and received by Buyer or Buyer's Broker/Salesperson prior to 06/07/2021 _____ at
77 5:00 _____ ☐ a.m. ☒ p.m., Mountain Time, this Multiple Counter Offer shall be considered withdrawn.

78

79 *John Eugen*

dotloop verified
06/04/21 1:10 PM
MDT

80 Buyer's Signature

Date

81

82 _____

83 Buyer's Signature

Date

84

85

SELLER FINAL ACCEPTANCE

86

87 By signing below, Seller accepts the Multiple Counter Offer and creates a binding contract.

88

89 *Levi Anderson for Western Montana Mental Health Center*

dotloop verified
06/11/21 7:20 AM MDT
ZCWS-QNFI-PFYW-H5NO

90 Seller's Signature

Date

91

92 _____

93 Seller's Signature

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.

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



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.

1 Date: 05/23/2021
 2 City of Missoula
 3 as ☐ joint tenants with rights of survivorship, ☐ tenants in common, ☐ single in his/her own right, ☒ other
 4 Municipality Missoula (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
 5 following described real property (hereafter the "Property") commonly known as
 6 1205 West Broadway Street
 7 in the City of Missoula, County of Missoula, Montana, legally described as: SHADY GROVE - LOTS A1 & B1A, S21, T13 N, R19 W, Lot A1
 8
 9

10
 11 TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other
 12 appurtenances thereto, and all improvements thereon. All existing permanently installed fixtures and equipment that are
 13 attached to the property are included in the purchase price and transfer to the Buyer. Certain fixtures and fittings are
 14 included in the purchase price and transfer to the Buyer regardless of whether they are in fact permanently installed and
 15 attached to the Property are electrical, plumbing and heating fixtures, unless otherwise excluded below: _____
 16

17
 18 **PERSONAL PROPERTY:** The following items of personal property and other assets are set forth hereafter or per
 19 attached addendum, free of liens and without warranty of condition, are included and shall be transferred by bill of
 20 sale: list to be provided prior to release of final inspection contingency date.
 21

PURCHASE PRICE AND TERMS:

22
 23 \$2,195,000.00 Purchase Price: two million one hundred ninety-five thousand (U.S. Dollars)
 24 \$25,000.00 Earnest Money (credited to Buyer at closing)
 25 \$2,175,000.00 Balance Due (not including closing costs, prepaids and prorations) payable as follows
 26 (check one):
 27 ☐ All cash at closing (no financing contingency); **OR**
 28 ☒ Additional cash down payment at closing in the minimum amount of:
 29 ☐ \$ _____ **OR** ☐ _____ % of the Purchase Price.
 30 Balance to be financed as indicated below:
 31

Financing contingent upon final City Council approval of funds.
 32
 33
 34
 35
 36
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 38
 39
 40

41 **CLOSING DATE:** The date of closing shall be (date) 09/15/2021 (the "Closing Date"). The parties may, by
 42 mutual agreement, close the transaction anticipated by this Agreement at any time prior to the date specified. The
 43 Buyer and Seller will deposit with the closing agent all instruments and funds necessary to complete the
 44 purchase in accordance with this Agreement. If third party financing is required by the terms of this Agreement
 45 (including assumptions, contracts for deed, and lender financing), the Closing Date may be extended without
 46 amendment by not more than 14 days to accommodate delays attributable solely to such third party financing.

05/27/21
 6:15 AM MDT
 dotloop verified
 Buyer's Initials

Annelise Hedahl

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 Buy-Sell Agreement (Commercial), June 2020

Page 1 of 9

Missoula

06/03/21
 1:55 PM MDT
 dotloop verified
 Seller's Initials

3011 American Way Missoula, MT 59808

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, if applicable.

EARNEST MONEY: *(check one)*

☐ Broker/Salesperson acknowledges actual receipt of earnest money in the amount as set forth herein as evidenced by:

☐ Cash or ☐ Check.

Broker/Salesperson: _____
(name printed) (signature acknowledging receipt of earnest money)

☒ Buyer agrees to provide earnest money in the amount as set forth herein within 21 days of the date all parties have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust by Stewart Title. If Buyer fails to provide earnest money as set forth herein, buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.

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

DETECTION DEVICES: The Property is equipped with the following detection devices:

☒ Smoke Detector(s)

☐ Carbon monoxide detector(s)

☒ Other fire detection device(s): as noted in listing.

PROPERTY INSPECTIONS: The Buyer is aware that any Brokerage Firm(s) and Brokers/Salespersons involved in this transaction have not conducted an expert inspection or analysis of the Property or its condition and make no representations to the Buyer as to its condition, do not assure that the Property and/or buildings will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the Property and/or improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors, structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, land surveyors, civil engineers, flood plain or water drainage experts, roofing contractors or roofing experts, accountants, attorneys, or title examiners, or experts in identifying hazardous waste and/or toxic materials.

05/27/21
 6:15 AM MDT
 dotloop verified
 Buyer's Initials

06/03/21
 1:51 PM MDT
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 Seller's Initials

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

INSPECTION CONTINGENCY: ☒ The Buyer's offer to purchase is contingent upon Buyer's acceptance of the Property conditions identified through any inspections or advice requested below. Buyer agrees to acquire, at their own cost, independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. 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.

Inspections or advice requested by the Buyer, or other concerns noted, are to be CHECKED as follows:

- | | |
|---|---|
| ☒ Building Inspection | ☒ Zoning Determination |
| ☒ Owner's Property Disclosure Statement | ☒ Review and Approval of Protective Covenants |
| ☒ Roof Inspection | ☒ Easements |
| ☒ Structural/Foundation Inspection | ☒ Flood Plain Determination |
| ☒ Electrical Inspection | ☒ Water Sample Test |
| ☒ Plumbing Inspection | ☐ Septic or Cesspool Inspection |
| ☒ Heating, ventilation, cooling system – Inspection | ☒ Pest/Rodent Inspection |
| ☒ Radon | ☐ Underground Storage Tanks |
| ☒ Asbestos | ☐ Sanitary Approval/Septic permit |
| ☒ Well Inspection for condition of Well and Quantity of Water | ☒ Legal Advice |
| ☒ Accounting Advice | ☒ Access to Property |
| ☒ Survey or Corner Pins located | ☐ Airport Affected Area |
| ☒ Water Rights | ☐ Road Maintenance |
| ☒ Internet Availability/Speed | ☒ Toxic Waste/Hazardous Material |
| ☒ Post-Closing Rental Obligations | ☒ Other _____ |

and any other inspections buyer deems necessary. This includes Phase one assessment.

Release date for the above checked item(s): 8/19/21

FINANCING CONTINGENCY:

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

APPRAISAL CONTINGENCY:

- ☒ Property must appraise for at least ☒ the Purchase Price **OR** at least ☐ _____.
If the Property does not appraise for at least the specified amount, this Agreement is terminated and earnest money refunded to the Buyer unless the Buyer elects to proceed with closing this Agreement without regard to appraised value. Written notice of Buyer's election to proceed shall be given to Seller or Seller's Broker/Salesperson within 5 _____ days of Buyer or Buyer's Broker/Salesperson receiving notice of appraised value; **OR**

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

05/27/21
6:13 AM MDT
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Buyer's Initials

Annelise Hedahl

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Buy-Sell Agreement (Commercial), June 2020

Page 3 of 9

Missoula

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Seller's Initials

3011 American Way Missoula, MT 59808

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: 30 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.

INSURANCE CONTINGENCY: This Agreement is contingent upon Buyer's ability to acquire, at a rate acceptable to the Buyer, hazard insurance on the Property. Release Date: 08/19/2021.

This Agreement is contingent upon Final City Council approval of purchase. Date of release to be determined by buyer prior to release of inspection contingency.

Release Date: _____

This Agreement is contingent upon _____

Release Date: _____

ADDITIONAL PROVISIONS: _____

Please note Buyers agent commissions to be paid by seller.

CONVEYANCE: The Seller shall convey the real property by warranty deed, free of all liens and encumbrances except those described in the title insurance commitment, as approved by Buyer. The Seller shall further convey any and all security deposits, rental agreements, property condition reports and other documentation in regard to any parts of the Property occupied by tenants.

WATER: All water, including surface water or ground water, any legal entitlement to water, including statements of claim, certificates of water rights, permits to appropriate water, exempt existing rights, decreed basins or any ditches, ditch rights, or ditch easements appurtenant to and/or used in connection with the Property are included with the Property, except N/A on City water

Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, ☐ split equally between Buyer and Seller.

Documents for transfer will be prepared by _____.

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

05/27/21
6:12 AM MDT
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Buyer's Initials

Annelise Hedahl

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Buy-Sell Agreement (Commercial), June 2020

Page 4 of 9

Missoula

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Seller's Initials

3011 American Way Missoula, MT 59808

NATURAL WATER BODIES AND LAND PRESERVATION DISCLOSURE: Buyers of property in the State of Montana should be aware that some properties contain or are adjacent to streams, rivers, wetlands, floodplains and other water bodies. It is the general policy of the State of Montana that natural water bodies and the lands immediately adjacent to them are to be protected and preserved to be available in their natural or existing state, and to prohibit unauthorized projects related thereto. Property owners should consult their local soil conservation board, a land use professional, or other qualified advisor, regarding any applicable local, state or federal regulations, including permitting or other approvals, before working in or around any streams, rivers, wetlands, floodplains or other water bodies, including vegetation removal.

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

CLOSING FEE: The fee charged by the individual or company closing the transaction will be paid by ☐ Seller ☐ Buyer ☒ Equally Shared.

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

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

DEPOSIT OF FUNDS BY BROKER/SALESPERSON: All parties agree, unless otherwise expressly stated herein, that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or delivered within 4 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are consideration for services rendered.

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

SPECIAL IMPROVEMENT DISTRICTS AND ASSOCIATION SPECIAL ASSESSMENTS: All Special Improvement Districts (including rural SIDs), and all special or non-recurring assessments of any non-governmental association, including those that have been noticed to Seller by City/County but not yet spread or currently assessed or that have been approved but not yet billed or assessed, will be assumed by Buyer at closing unless otherwise agreed.

05/27/21
6:15 AM MDT
dotloop verified

Buyer's Initials

Annelise Hedahl

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Buy-Sell Agreement (Commercial), June 2020

Page 5 of 9

Missoula

06/03/21
1:50 PM MDT
dotloop verified

Seller's Initials

3011 American Way Missoula, MT 59808

PRORATION OF TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate taxes, Special Improvement District and association special assessments for the current tax year, as well as prepaid rents, water and sewer system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common maintenance fees, as of the date of closing unless otherwise agreed.

CONDITION OF PROPERTY: Seller agrees that the Property shall be in the same condition, 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 agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through inspection of said Property prior to closing to make sure that all appurtenances and appliances included in the sale remain on the Property.

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

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

RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated Section 75-3-606. RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

BUYER'S REMEDIES: (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.

(B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- (1) Demand immediate repayment of any earnest money paid by the Buyer and upon the return of such money, the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
- (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
- (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.

SELLER'S REMEDIES: If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement or otherwise defaults, the Seller may:

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

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

05/27/21
6:13 AM MDT
dotloop.com
Buyer's Initials

Annelise Hedahl

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Buy-Sell Agreement (Commercial), June 2020

Page 6 of 9

Missoula

06/03/21
1:51 PM MDT
dotloop.com
Seller's Initials

3011 American Way Missoula, MT 59808

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

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

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

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

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

BINDING EFFECT AND NON-ASSIGNABILITY: This Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, unless otherwise provided for in this Agreement, Buyer's interest is not assignable without the Seller's express written consent.

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

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

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

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

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

05/27/21
6:15 AM MDT
dotloop verified

Buyer's Initials

Annelise Hedahl

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Buy-Sell Agreement (Commercial), June 2020

Page 7 of 9

Missoula

06/03/21
1:51 PM MDT
dotloop verified

Seller's Initials

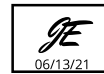
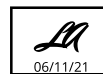
3011 American Way Missoula, MT 59808

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

- ☐ Contingency for Sale of Buyer's Property
☐ Addendum for Additional Provisions
☐ Water Rights Acknowledgement
☐
☐
☐

☒ Back-up Offer

☐ Mold Disclosure (for all inhabitable real property)



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

Rick Meisinger of ERA Lambros Real Estate
 (name of licensee) (name of brokerage company)
 is acting as ☒ Seller's Agent ☐ Dual Agent ☐ Statutory Broker

Jennifer Barnard and Annelise Hedahl of ERA Lambros Real Estate
 (name of licensee) (name of brokerage company)
 is acting as ☒ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker
☐ Seller's Agent (includes Seller's Sub-Agent)

BUYER'S ACKNOWLEDGMENT: Buyer acknowledges that prior verbal representations by the Seller or Seller's representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she has examined the subject real and personal property and represents that Buyer ☒ has **OR** ☐ has not physically visited the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon his/her independent investigation and judgments and has read and understood this entire Agreement.

BUYER'S COMMITMENT: I/We agree to purchase the above-described Property on the terms and conditions set forth in the above offer and grant to said Broker/Salesperson until (date) 05/31/2021, at 12 ☐ am ☒ pm (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s).

John Eugen dotloop verified 05/27/21 6:17 AM MDT YHOJ-CXPV-OHUX-4ULD Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
 Buyer's Signature

Name Printed: City of Missoula

Address: _____ State: _____ Zip: _____

_____ Date: _____, at _____ ☐ am ☐ pm (Mountain Time)
 Buyer's Signature

Name Printed: _____

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

JE
 05/27/21
 6:15 AM MDT
 dotloop verified

Buyer's Initials

Annelise Hedahl

Missoula

JE
 06/03/21
 1:55 PM MDT
 dotloop verified

Seller's Initials

3011 American Way Missoula, MT 59808

SELLER'S COMMITMENT:

I/We agree to sell to Buyer the above-described Property on the terms and conditions herein above stated. I/We hereby acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer(s) named above.

Date: _____, at _____ ☐am ☐pm (Mountain Time)

Seller's Signature

Name Printed: _____

Address: _____ State: _____ Zip: _____

Date: _____, at _____ ☐am ☐pm (Mountain Time)

Seller's Signature

Name Printed: _____

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

☒ Modified per the attached Counter Offer:

/

06/03/21 11:51 PM MDT dotloop verified
 Seller's Initials Date

/
 Seller's Initials Date

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

/
 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.

INSPECTION NOTICE (Seller's Response)



1 Date: 08/19/2021

3 IN REFERENCE TO THE BUY-SELL DATED 05/23/2021

4 between Levi Anderson for Western Montana Mental Health Center (hereafter the "Seller")

5 and City of Missoula (hereafter the "Buyer")

6 for the real property commonly known 1205 West Broadway Street, Missoula, MT 59802

8 and in response to the Inspection Notice provided by Buyer dated 08/17/2021, Seller
9 responds as follows:

12 Seller will credit buyer \$75,000 for repairs noted in the inspection notice, if Buyer closes and records the subject property on or before
13 September 29, 2021. If closing occurs after September 29, 2021 the credit will no longer be applicable.

15 The \$75,000 will be held in escrow at Stewart Title/Fidelity Title of Missoula from Seller's proceeds at closing in the form of a holdback .
16 Buyer to use the credit as buyer chooses for the repairs deemed necessary. Buyer and/or Seller to provide invoices for repairs and
17 disbursement to contractors for the work completed.

19 Any remaining funds not used for repairs will be returned to Seller.

21 The earnest money is now non-refundable and will be disbursed to the seller (Western Montana Mental Health Center). See Earnest
22 Money Disbursement Addendum.

36 Seller may withdraw this "Inspection Notice (Seller's Response)" any time prior to receiving written acceptance
37 from Buyer.

38 Levi Anderson for Western Montana Mental Health Center dotloop verified
39 08/20/21 7:35 AM MDT
OUP-LQBGU-OBIF-ENCP

40 (Seller's Signature) Date

(Seller's Signature) Date

41
42 If Seller and Buyer agree to the remedies specified above, this document shall constitute an amendment to the Buy-Sell
43 Agreement referred to above and shall be an integral part of this transaction. Seller shall complete all agreed upon
44 resolution(s) to the condition(s) and problem(s) identified above by 5:00 PM (Mountain Time) on
45 09/29/2021 (Date)

47 BUYER AGREES TO SELLER'S MODIFIED TERMS SET FORTH ABOVE.

48 John Engen dotloop verified
49 08/20/21 1:54 PM MDT
DC0G-6SPX-SWTO-4VQI

50 (Buyer's Signature) Date

(Buyer's Signature) Date

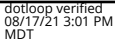
NOTE: Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except
Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.



3011 American Way Missoula, MT 59808

53 Buyer gives notice to the Seller as follows (Buyer should check only one box preceding the bolded Buyer language):
54 ☒ **Buyer** elects to negotiate the items of disapproval described above and offers the following resolution:
55 _____
56 _____
57 1. Seller to have \$75,000.00 held in escrow account by Stewart Title to be used to purchase new 2 boiler system and replace Air
58 conditioning unit.
59 _____
60 2. Seller to have \$5,300.00 paid directly to Five Valleys Restoration at closing for mold mitigation in units 15 and 16.
61 _____
62 _____
63 _____
64 _____
65 _____
66 _____
67 _____
68 _____
69 _____
70 _____
71 _____
72 _____
73 _____
74 _____
75 _____
76 _____
77 _____
78 _____

79 If Seller and Buyer agree to the remedies specified above, this document shall constitute an amendment to the Buy-
80 Sell Agreement referred to above and shall be an integral part of this transaction.
81 Seller shall complete all agreed upon resolution(s) to the condition(s) and problem(s) identified above by
82 5:00 p.m. (Mountain Time) on 09/10/2021 _____ (Date).

83 _____
84   _____
85 (Buyer's Signature) Date (Buyer's Signature) Date

87 Seller agrees to the terms and conditions as stated herein above.

88 _____
89 _____
90 (Seller's Signature) Date (Seller's Signature) Date

92 ☒ Modified per Inspection Notice (Seller's Response)  _____
93  Seller's Initials Date

95 ☐ Rejected by Seller _____
96 _____
97 Seller's Initials Date

99 ☐ **Buyer** elects to terminate the Buy-Sell Agreement referred to above. All earnest money shall be returned to the
100 Buyer and the Buy-Sell Agreement is terminated.

101 _____
102 _____
103 (Buyer's Signature) Date (Buyer's Signature) Date

104 **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.

AMENDMENT TO AGREEMENT BETWEEN PARTIES FOR EXISTING TERMS AND CONDITIONS



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: 08/16/2021

2
3 This document amends an Agreement between Levi Anderson for Western Montana Mental Health
4 (hereafter the "Seller/Landlord") and
5 City of Missoula
6 (hereafter the "Buyer/Tenant") and
7 concerns the following described property:
8 1205 West Broadway Street, Missoula, MT 59802
9 SHADY GROVE - LOTS A1 & B1A, S21, T13 N, R19 W, Lot A1

13 Each Agreement that is hereby amended and the date of said Agreement is as follows:

15 ☒ Buy-Sell Agreement 05/23/2021 Date
17 ☐ Lease Date
19 ☐ Other (specify document) Date

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

24 Inspection resolution date to be 8/23/2021 by 5pm.
25
26
27
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33
34
35

36 37 38 39 40 41 42 43 44	<u>John Engen</u> (Buyer/Tenant) Date (Buyer/Tenant) Date (Buyer/Tenant) Date	dotloop verified 08/16/21 3:01 PM MDT QUPY-AWAQ-AWE7-QSWY	<u>Levi Anderson for Western Montana Mental Health Center</u> (Seller/Landlord) Date (Seller/Landlord) Date (Seller/Landlord) Date	dotloop verified 08/20/21 7:35 AM MDT QT1S-OJLM-8RDJ-FNBK
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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.