



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.

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: Jennifer Barnard

(name printed)

Jennifer Barnard

(signature acknowledging receipt of earnest money)

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OR

☒ Buyer agrees to provide earnest money in the amount as set forth herein within 3 days, by 5:00 p.m. (Mountain Time), 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 First American Title Company. 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.

FINANCING CONDITIONS AND OBLIGATIONS:

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.

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

CONTINGENCIES: The contingencies set forth in this Agreement or on attached addenda shall be deemed to have been released, waived, or satisfied, and the transaction shall continue to closing, unless by 5:00 pm (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 transaction is terminated, and the earnest money will be returned to the Buyer, unless the parties negotiate other terms or provisions.

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 ☐ \$ N/A. 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 N/A 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 ☐ \$ N/A. Release Date: N/A at 5:00 p.m. (Mountain Time).

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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. However, Buyer may not object to the standard pre-printed exceptions (general exceptions not unique to the Property). Release Date: 7 days from the earlier of Buyer's or Buyer Broker's/Salesperson's receipt of the Commitment.

Buyer may approve the Commitment subject to the removal of specified exceptions. 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.

Buyer shall have the right to examine any updated or revised Commitment at any time after the expiration of the Release Date set forth above and to object to any new title exceptions created or suffered since the effective date of the original Commitment. If Buyer notifies Seller of any such additional objections prior to the Closing Date, the parties shall have the same rights set forth above and the Closing Date shall be extended by the number of days equal to the number of days set forth after the Release Date, above, plus thirteen (13).

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: 04/07/2022 at 5:00 p.m. (Mountain Time).

This offer is contingent upon _____

Release Date: _____ at 5:00 p.m. (Mountain Time).

This offer is contingent upon _____

Release Date: _____ at 5:00 p.m. (Mountain Time).

ADDITIONAL PROVISIONS: Buyer is aware of the existing abandoned water tank, proposed rezoning and easements on property.

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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 convey the personal property by Bill of Sale.

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

Filing or transfer fees will be paid by ☐ Seller, ☐ Buyer, **OR** ☐ split equally between Buyer and Seller.
Documents for transfer will be prepared by N/A


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.


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.


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CONDITION OF TITLE: All mortgages, judgements 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 3 days (3 business days if blank) 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.

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 will remove all personal property not included in this sale prior to closing.


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 the probation officers assigned to the area.

BUYER'S REMEDIES: (A) If a 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.

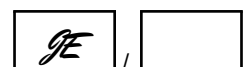
(B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction anticipated by this Agreement within the time period provided in this Agreement, the Buyer may:

- (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.


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(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.

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.

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

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


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 licensees' duties and the limits of their obligations to each party:


Jennifer Barnard	of ERA Lambros
(name of licensee)	(name of brokerage company)
38059	3011 American Way, Missoula, MT 59808
(licensee's Montana license number)	(brokerage company address)
jenniferbarnard@eralambros.com	406-529-7644
(licensee email address)	(brokerage company phone number)

406-529-7644
 (licensee phone number)
 is acting as ☐ Seller's Agent ☒ Dual Agent ☐ Statutory Broker

Annelise Hedahl and Jennifer Barnard	of ERA Lambros
(name of licensee)	(name of brokerage company)
25172 and 38059	3011 American Way
(licensee's Montana license number)	(brokerage company address)
anneliseh@eralambros.com	406-532-9200
(licensee email address)	(brokerage company phone number)

406-546-6979
 (licensee phone number)
 is acting as ☐ Buyer's Agent ☐ Dual Agent ☐ Statutory Broker
☒ Seller's Agent (includes Seller's Sub-Agent)


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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) 03/21/2022, at 9:00 ☐ 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).

Cathy Lower dotloop verified
03/21/22 11:23 AM MDT
SBEV-WDTAJZQW-TQW8 Date: 03/21/2022, at ☐ am ☐ pm (Mountain Time)
Buyer's Signature

Name Printed: Dennis Lower

Address: 701 Spanish Peaks Dr Missoula State: MT Zip: 59803

Dennis Lower dotloop verified
03/21/22 11:20 AM MDT
FWWB-GMEU-LXTW-PDDE Date: 03/21/2022, at ☐ am ☐ pm (Mountain Time)
Buyer's Signature

Name Printed: Cathy Lower

Address (if different): 701 Spanish Peaks Dr Missoula State: MT Zip: 59803

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.

John Engen dotloop verified
03/22/22 2:40 PM MDT
QWBO-V1C9-KMSE-YSGG Date: _____, at ☐ am ☐ pm (Mountain Time)
Seller's Signature

Name Printed: City of Missoula

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:

☐ / _____
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.

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: 03/21/2022

2
3 This document amends an Agreement between City of Missoula
4 _____ (hereafter the "Seller/Landlord") and
5 Cathy Lower and Dennis Lower
6 _____ (hereafter the "Buyer/Tenant") and
7 concerns the following described property:
8 605 Ben Hogan Dr, Missoula, MT 59803
9 S04,T12N,R19W,INSW4T10

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

13
14
15 ☒ Buy-Sell Agreement 03/21/2022 _____ Date
16
17 ☐ Lease _____ Date
18
19 ☐ Other (specify document) _____ Date
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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 Line 152 of the buy sell agreement to read: Sale is subject to final city council approval of the sale.
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36 37 38 39 40 41 42 43 44	<u>Dennis Lower</u> <small>dotloop verified 03/21/22 4:31 PM MDT RL9W-FZ07-TS0F-PX10</small> (Buyer/Tenant) _____ Date _____	<u>John Engen</u> <small>dotloop verified 03/22/22 2:41 PM MDT RPPL-MFRF-G00V-8FMU</small> (Seller/Landlord) _____ Date _____
	<u>Cathy Lower</u> <small>dotloop verified 03/21/22 6:15 PM MDT SUVJ-QL5Y-UFU0-HJYA</small> (Buyer/Tenant) _____ Date _____	_____ Date _____ (Seller/Landlord) _____ Date _____
	_____ Date _____ (Buyer/Tenant) _____ Date _____	_____ Date _____ (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.