

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made this 5th day of October, 2023, by and between Susan King and Robert King of 150 Industrial Court, Kalispell, Montana 59901 (Seller) and FLATHEAD COUNTY, MONTANA, of 800 South Main Street, Kalispell, Montana 59901 (Buyer). This agreement will terminate on October 31, 2023 if both the Seller and the Buyer have not signed this agreement.

WHEREAS Buyer desires to purchase property held by Seller;

WHEREAS Seller desires to sell property to Buyer;

WHEREAS the property to be purchased will be necessary and useful for the operation and management of Flathead County; and

WHEREAS both parties desire to set out certain obligations associated with the purchase and sale of the subject property.

NOW THEREFORE, FOR VALUABLE CONSIDERATION, IT IS AGREED:

1. **Description of Property.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions stated in this Agreement, the following property (collectively, the "Property"):

- (a) **Real Property.** That real estate in Flathead County, Montana, located at 225 Snowline Lane, Kalispell, Montana (the "Real Property"), more particularly described as:

PARCEL 1: A TRACT OF LAND SITUATED, LYING AND BEING IN THE W1/2 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 21 WEST, PRINCIPAL MERIDIAN, FLATHEAD COUNTY, MONTANA. SHOWN AS PARCEL 1 OF CERTIFICATE OF SURVEY NO. 17449.

PARCEL 2: A TRACT OF LAND SITUATED, LYING AND BEING IN THE W1/2 OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 21 WEST, PRINCIPAL MERIDIAN, FLATHEAD COUNTY, MONTANA. SHOWN AS PARCEL 2 OF CERTIFICATE OF SURVEY NO. 16787.

together with all appurtenances, improvements, structures, and fixtures (except as may be excluded below), and all mineral rights and all water, water rights (however evidenced) and ditch rights appurtenant thereto;

- (b) **Personal Property.** The following personal property (the "Personal Property"), if any, is to be left upon the Real Property as part of the property purchased:
NONE.

- (c) **Fixtures.** The following shall be considered fixtures and not personal property and shall transfer from Sellers to Buyer under this Agreement on the Closing Date:

NONE.

2. **Purchase Price.** Total Purchase price is **THREE MILLION NINE HUNDRED THOUSAND** and 00/100 DOLLARS (**\$3,900,000.00**), unless the appraisal is higher than \$3,900,000.00, then the Buyer shall pay the higher total appraised value as the purchase price, if approved by the County Commissioners. The County cannot pay more than the appraised value. The purchase price is payable in full at closing. The purchase price shall be paid in full on the Closing Date in cash or certified funds.
3. **Seller's Representations and Warranties.** Seller acknowledges and represents that they have a duty to disclose Adverse Material Facts known to them concerning the Property, and hereby represent and warrant that they have identified such Adverse Material Facts, if any, on attached Exhibit "A". Adverse Material Facts means a fact which materially affects the value, affects the structural integrity, or presents a documented health risk to occupants of the Property.
4. **Contingencies to Closing.** Purchase of the Property shall be contingent upon release or satisfaction of the following items before the Closing Date. In order to exercise a contingency Buyer shall provide notice to Seller the contingency is not released or satisfied before the Closing Date. Notice the contingency is not released or satisfied shall terminate this Agreement immediately. Buyer reserves the right to seek to re-negotiate the terms of this Agreement and/or negotiate a satisfaction of any contingency with Seller up to the Closing Date. Each contingency shall be deemed to have been waived by Buyer if not provided for in a notice before the Closing Date.
 - (a) merchantable fee simple title conveyed free and clear of all liens, encumbrances, and title defects excepting the usual printed exceptions contained in the commitment, and the items specifically excepted in paragraph 7 below as may be approved by the Buyer;
 - (b) disclosure of any and all special improvement district fees and resolution to the Buyer's satisfaction or any other consideration of the Buyer;
 - (c) satisfaction of the Buyer after any investigation and inspection deemed necessary by Buyer, including but not limited to geotechnical analysis, ALTA survey, and phase I environmental assessment;
 - (d) appraisal of the Property made by mutually agreeable uninterested general real estate appraiser resulting in an appraised value equal to or higher than the Purchase Price. The parties agree to select a real estate appraiser in good faith and such approval shall not be unreasonably be withheld;
 - (e) satisfaction of Buyer of annexation process, site and road improvements, and utility connection fees required by the City of Kalispell for annexation; and
 - (f) satisfaction of Buyer of proper financing/funding associated with the purchase and future use/development of Property which includes but is not limited to securing any and all grants deemed necessary by Buyer as well as securing any other funding necessary to cover said expenses.
5. **Closing.** Closing of this sale shall be held on or before February 28, 2024 at 11:00 a.m. ("Closing Date"), at the office of Insured Titles, 44 4 St. W., Kalispell, Montana ("Closing Agent"), unless otherwise mutually agreed by the parties. The parties may agree in writing to change the Closing Date to another mutually agreed upon date. Administrative closing fees, which do not include attorney fees and costs of the parties, shall be equally shared by the Buyer and Seller.

6. **Conveyance Documents.** On the Closing Date, the Seller shall execute and deliver to the Closing Agent:
- (a) a warranty deed conveying merchantable fee simple title to the Real Property to the Buyer free and clear of all liens and encumbrances except reservations and exceptions in patents from the United States and the State of Montana; existing easements and rights-of-way; all building, use, zoning, sanitary and environmental restrictions; mineral and royalty reservations or conveyances of record, and oil, gas and mineral leases of record, together with the reservations, if any, by Sellers as noted above; taxes and assessments for the current year and subsequent years; mortgages or contracts for deed, if any, assumed by Buyer as part of the purchase price;
 - (b) copies of any and all rental agreements, property condition reports, or any other documentation pertaining to any part of the Property occupied by any tenants; and
 - (c) any and all other documents reasonably necessary to convey the Property to Buyer (all of the foregoing documents are collectively referred to as the "Conveyance Documents").
7. **Title Evidence.** Within a reasonable time after the execution of this Agreement, Buyer shall obtain title evidence to the Real Property in the form of a commitment for a standard owner's policy of title insurance in the amount of the purchase price, showing that Seller's title is free and clear of liens, encumbrances, and title defects, excepting the usual printed exceptions contained in the commitment, and the items specifically excepted in paragraph 6(a) above. Should Buyer's examination of the title commitment disclose title irregularities beyond the permitted exceptions described above which render the title unmerchantable, then Seller shall proceed with reasonable diligence at Seller's expense to correct the same if such irregularities are specified in a written notice delivered to Seller on or before ten (10) days after the title commitment has been made available to Buyer. If, on the Closing Date, Seller has been unable to cure or remove any such title irregularities specified in the written notice, then this Agreement may be rescinded at the option of either party hereto, by written notice to the other party. Within a reasonable time after the Closing Date, Buyer shall cause, at Buyer's expense, an owner's policy of title insurance to be issued to Buyer in accordance with the terms of this paragraph.
8. **Prorations.** Taxes and assessments on the Real Property for the current year shall be prorated between the parties as of the Closing Date. Buyer shall pay all non-exempt taxes and assessments on the Real Property thereafter. Encumbrances to be discharged by Seller may, at Seller's option, be paid out of the purchase price at the Closing Date.
9. **Possession.** Buyer shall be entitled to possession of the Property on the Closing Date unless otherwise specified herein.
10. **Assignment.** This Agreement shall not be assigned by Buyer without Seller's written consent, unless otherwise specified herein.
11. **Environmental.** Sellers make no representations to Buyer with regard to water rights, access, easements, environmental damage or contamination of the Property. Any costs associated with water rights, access, easements, environmental damage or contamination, or other issues with the Property shall be the responsibility of the Buyer unless otherwise specified herein. In no event shall the

Seller be liable to the Buyer for any fees, maintenance, taxes, insurance premiums, or any other costs advanced by the Buyer with regards to the Property.

12. **Buyer's Investigation.** Buyer has the right to make a full and complete investigation and inspection of the Property, including but not limited to drilling or other means of ascertaining fitness of the property for any particular purpose. Buyer and its agents have the right to enter the property to conduct investigation or inspection with at least 24 hours' notice to Seller, which may be telephonic or electronic. Buyer acknowledges that neither Sellers nor anyone acting, or purporting to act, on behalf of Sellers have made any representation with respect to the Property, its physical condition, its acreage, its livestock carrying capacity, its crop production capacity, its water rights (including but not limited to the quantity, quality or sufficiency of water used on the Property, or the status of any claims to, or permits or certificates for, water rights relating to the Property), the status of any federal, state or private lease, the state of repair or maintenance of the Property, the income received by Seller from the Property, the costs and expenses for the operation or maintenance of the Property, or any other matter concerning the Property. **BUYER AGREES TO ACCEPT THE PROPERTY "AS IS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND ACKNOWLEDGES THAT SELLERS ARE MAKING NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OF THE PROPERTY.** The provisions of this paragraph shall survive closing or termination of this Agreement.
13. **Broker's Fees:** Either party may utilize the services of a broker to facilitate this transaction. Each broker's fees and costs shall be paid by the party who hired the broker. Seller has had an opportunity to consult with separate legal counsel if Seller wished to do so.
14. **Remedies on Default.**
 - (a) If Seller fails to consummate this Agreement in accordance with its terms for any reason within the control of the Seller, Buyer shall have as Buyer's sole remedy the option of the following:
 - (i) Rescinding this Agreement by giving written notice to Seller;
 - (ii) Demanding monetary damages for Seller's failure to perform the terms of this Agreement; or
 - (iii) Enforcing specific performance by Seller of Seller's obligations hereunder.
 - (b) If Buyer fails to consummate this Agreement by the Closing Date in accordance with its terms for any reason within the control of Buyer, Seller shall have as Seller's sole remedy the option of the following:
 - (i) Rescinding this Agreement by giving written notice to Buyer;
 - (ii) Demanding monetary damages for Buyer's failure to perform the terms of this Agreement; or
 - (iii) Enforcing specific performance by Buyer of Buyer's obligations hereunder.
15. **Attorney Fees.** If either party defaults in its performance hereunder and the other party employs an attorney because of such default, the defaulting party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorney and paralegal fees, incurred at any time by the other party because of the default. If legal action is necessary to enforce either party's rights under this Agreement, the substantially prevailing party shall be entitled to costs, charges, and expenses, including reasonable attorney and paralegal fees associated with such action.

16. **Notice.** Any notice to be given hereunder, unless otherwise specified, shall be in writing and shall either be served upon a party personally, or served by registered or certified mail, return receipt requested, directed to the party to be served at the address of the party stated on the first page of this Agreement. A party wishing to change his designated address shall do so by notice in writing to the other party. Notice served by mail shall be deemed complete when deposited in the United States mail, postage prepaid.
17. **Risk of Loss.** Risk of loss shall remain with Sellers until closing unless otherwise specified herein.
18. **Facsimiles and Counterparts.** A facsimile copy of this Agreement containing the signature of either party shall be accepted as the original. This Agreement may be executed in one or more counterparts, which taken together shall constitute one and the same document.
19. **Time and Binding Effect.** Time shall be of the essence of this Agreement. The terms and conditions hereof shall inure to the benefit of, and be binding upon, the heirs, legal representatives, successors and permitted assigns of the parties hereto.
20. **Noxious Weed Disclosure.** Purchasers of property in 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. Seller makes no express or implied warranty as to any vegetation on the property. For more information concerning noxious weeds and your obligations as a property owner, contact either your local County Extension Agent or weed control board.
21. **Entire Agreement.** This Agreement embodies the entire Agreement between the parties, and supersedes all prior negotiations, understandings and agreements, if any, relating to the Property. This Agreement may be amended, modified, or supplemented only by an instrument in writing duly executed by both parties hereto.
22. **Authority.** Each party represents and warrants they are duly authorized by their respective agencies to enter into Agreement.

BUYER'S SIGNATURE: We hereby agree to the terms hereof and acknowledge receipt of a copy of this Agreement bearing our signatures.

DATED this 10 / 10 / 2023

Brad Abell

Brad Abell
Commission Chairman

SELLER'S SIGNATURE. We hereby agree to the terms hereof and acknowledge receipt of a copy of this Agreement bearing our signatures.

DATED this 10 / 05 / 2023

Robert King

Robert King

DATED this 10 / 05 / 2023

Susan King

Susan King

Signature Certificate

Reference number: HGMK8-YMTCP-8XYZE-NQVVK

Signer

Timestamp

Signature

Robert King

Email: koolerbob@hotmail.com

Sent: 05 Oct 2023 19:24:06 UTC
Viewed: 05 Oct 2023 20:09:12 UTC
Signed: 05 Oct 2023 20:10:20 UTC



Recipient Verification:

✓Email verified 05 Oct 2023 20:09:12 UTC

IP address: 66.135.71.134
Location: Kalispell, United States

Susan King

Email: susiekingfish@yahoo.com

Sent: 05 Oct 2023 19:24:06 UTC
Viewed: 05 Oct 2023 21:25:19 UTC
Signed: 05 Oct 2023 21:26:02 UTC



Recipient Verification:

✓Email verified 05 Oct 2023 21:25:19 UTC

IP address: 70.127.138.53
Location: Clearwater, United States

Brad Abell

Email: babel@flathead.mt.gov

Sent: 05 Oct 2023 19:24:06 UTC
Viewed: 10 Oct 2023 17:54:02 UTC
Signed: 10 Oct 2023 17:54:41 UTC



Recipient Verification:

✓Email verified 10 Oct 2023 17:54:02 UTC

IP address: 161.7.3.84
Location: Kalispell, United States

Document completed by all parties on:

10 Oct 2023 17:54:41 UTC

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