



CITY OF MILES CITY AGENDA

*Regular Council Meeting
City Council Chambers
And Zoom*

*December 22, 2020
6:00 p.m.*

During COVID-19 the City of Miles City-City Council will be meeting in the City Hall Conference Room and by remote means. To attend the meetings by mobile phone, please log on to zoom.us and download the Zoom app from its "Download Center". The meeting information will be posted on the City of Miles City's website at miles-city-mt.org. If you would like to receive a personal invite, please email your email address to the City Clerk at the address below. Documents for the meetings can be accessed by calling 874-8602 or emailing cityclerk@miles-city-mt.org with the request.

CALL TO ORDER PLEDGE OF ALLEGIANCE ROLL CALL

1. APPROVAL OF COUNCIL MINUTES/COMMITTEE MINUTES
Regular City Council Meeting 12/08/2020
2. SCHEDULE MEETINGS
3. REQUEST OF CITIZENS & PUBLIC COMMENT
4. APPOINTMENTS
5. PROCLAMATIONS
6. STAFF REPORTS
7. CITY COUNCIL COMMENTS
8. MAYOR COMMENTS
9. COMMITTEE RECOMMENDATIONS

Public Safety: All recommendations are contingent on the purchase of the Woolhouse Gallery

1. Approve an overall budget of \$1.1 Million for buying and remodeling the Woolhouse Gallery
2. Approve hazardous material assessment, either by Brownfield or Ingraham
3. Approve a flood study
4. Approve demolition and rapid remodel for short term occupancy, if required

10. BID OPENINGS
11. BID AWARDS
12. PUBLIC HEARINGS
13. UNFINISHED BUSINESS
14. NEW BUSINESS

A. RESOLUTION No. 4385- A Resolution Approving a "Buy-Sell Agreement" With the Estate of Sophie A. Olson for the Purchase of Certain Real Property Within the City of Miles City Commonly Known as the "Woolhouse Gallery"

B. Approval on recommendation to change Bridge Street to Harbaugh Street, from 10th Street to Main Street

15. ADJOURNMENT

Public comment on any public matter that is not on the agenda of this meeting can be presented under Request of Citizens, provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings

Minutes

REGULAR COUNCIL MEETING December 8, 2020
6:00 p.m.

CALL TO ORDER

The Regular Council meeting was held Tuesday, December 8, 2020, in the City Hall Conference Room at City Hall, 17 S. 8th Street, Miles City, Montana and Zoom. Mayor John Hollowell called the meeting to order. Council Members present were Brant Kassner, Ken Gardner, Rick Huber, Austin Lott, Kathy Wilcox and Stacey Broell. Councilperson Dwayne Andrews was excused. Councilperson Elizabeth Patten joined the meeting at 6:04 P.M.

Also present were City Attorney Dan Rice, Public Works Director Scott Gray, Police Chief Doug Colombik, Planner In Training Ally Capps, and City Clerk/Minute Recorder Lorrie Pearce.

PLEDGE OF ALLEGIANCE

Mayor Hollowell led the Council in the Pledge of Allegiance.

APPROVAL OF COUNCIL & COMMITTEE MINUTES

City Council Minutes: 11/24/2020

- ** *Councilperson Lott moved to approve the minutes of the Regular Council Meeting of November 24, 2020, and seconded by Councilperson Gardner. The motion **passed** by unanimous consent, 7-0.*

Flood Control Committee Minutes: 11/19/2020

- ** *Councilperson Gardner moved to approve the minutes of the Flood Control Committee Meeting of November 19, 2020, and seconded by Councilperson Kassner. The motion **passed** by unanimous consent, 7-0.*

Human Resource Committee Minutes: 11/19/2020

- ** *Councilperson Broell moved to approve the minutes of the Human Resource Committee Meeting of November 19, 2020, and seconded by Councilperson Wilcox. The motion **passed** by unanimous consent, 7-0.*

SCHEDULE MEETINGS

The following meetings will be held in the City Hall Conference Room:
Public Safety December 15th @ 6 p.m.

REQUEST OF CITIZENS & PUBLIC COMMENT

None

APPOINTMENTS

Douglas Phair to Airport Commissioner (Reappoint)

****** *Councilperson Huber moved to approve the reappointment, seconded by Councilperson Gardner and passed unanimously.*

Phillip Emmons to Airport Commissioner (Reappoint)

****** *Councilperson Huber moved to approve the reappointment, seconded by Councilperson Kassner and passed unanimously.*

Cory Wilhelm to Board of Appeals

****** *Councilperson Kassner moved to approve the appointment, seconded by Councilperson Wilcox.*

Mayor Hollowell explained that Mr. Wilhelm worked for DOWL before he started his own business. He thought with his experience that he would fit the role.

Councilperson Patten said she had worked with Mr. Wilhelm in starting his new business and was impressed with him as a person. She thought he would be a good person on the board.

Councilperson Huber asked if there would be a conflict with Mr. Wilhelm representing the Custer County Water and Sewer District. Mayor Hollowell and Attorney Rice did not think it would.

****** *The motion passed unanimously.*

PROCLAMATIONS

None

STAFF REPORTS

Doug Colombik- Said he will be introducing two new officers at the next Council meeting.

CITY COUNCIL COMMENTS

Rick Huber- Observed an employee driving the older street sweeper. He went along the curb and did a really good job. Thanked the department for what they do.

Kathy Wilcox- Asked for an update on purchasing the Woolhouse. Mayor Hollowell said that Saturday he signed paperwork to purchase the building for \$265,000. A

\$2,000 earnest check will be delivered to Security Abstract on Friday and closing could be as soon as December 31, 2020.

MAYOR COMMENTS

Mayor Hollowell asked if everyone will be in town to proceed with the December 22nd Council meeting. Everyone was available.

Read the following letter that he received.

2611 Gabel Road
Billings, MT 59102-7329 406-245-5499
KU ENG .COM

November 18, 2020

Mayor Hollowell City Council
City of Miles City
PO Box 910
Miles City, MT 59301-0901

RE: Darling Addition Street and Utilities Rehabilitation

Dear Mayor and City Council,

At the conclusion of this busy construction season and the completion of the Darling Addition-Phase3, KU Engineering LLC would like to take a moment to express our appreciation for the opportunity to provide engineering and surveying services to Miles City. For the past three years, we have been the consultant for the Darling Addition Street and Utility Reconstruction projects. These projects have updated water and sewer lines, greatly improved the storm drain system, and reconstructed the streets, as well as the aesthetics and pedestrian safety of the area.

The City Public Works staff, Scott Gray, Tom Speelmon, and Samantha Malenovsky, are an exceptional group of professionals, dedicated to improving the quality of life for the residents of Miles City. They are available and approachable to discuss project issues, always provide timely decisions and clear direction, and place the best interests of the City at the forefront. Perhaps most importantly, they challenge us to provide the best, most economical solution on every facet of the project. --

We would also like to commend Diamond J Construction. Miles City is fortunate to have a contractor like this in the community. They equipped and staffed the project to maintain the schedule and meet key milestones; they were very accommodating when it came to addressing changes in the work; they communicated openly with everyone involved in the project and were responsive to homeowner questions and concerns and accommodated them accordingly; and their administrative staff was always ready to help in any way they could.

Thanks again for the opportunity to provide engineering and surveying services for the Darling Addition. It has been a privilege and pleasure to work on this project. Miles City is a great community and we look forward many more years of serving your community.

Sincerely,
Matthew Smith
Matthew S. Smith, PE
Project Manager

Mark Anderson, PE
VP Environment and Public Works

COMMITTEE RECOMMENDATIONS

None

BID OPENINGS

None

BID AWARDS

None

PUBLIC HEARINGS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

A. Approve Sending \$61,661.12 to Collections From the Ambulance Fund

** *Councilperson Lott moved to approve sending \$61,661.12 to Collections and seconded by Councilperson Kassner. The motion passed by unanimous consent, 7-0.*

B. Approval of November Claims

** *Councilperson Gardner moved to approve the November claims and seconded by Councilperson Lott. The motion passed by unanimous consent, 7-0.*

ADJOURNMENT

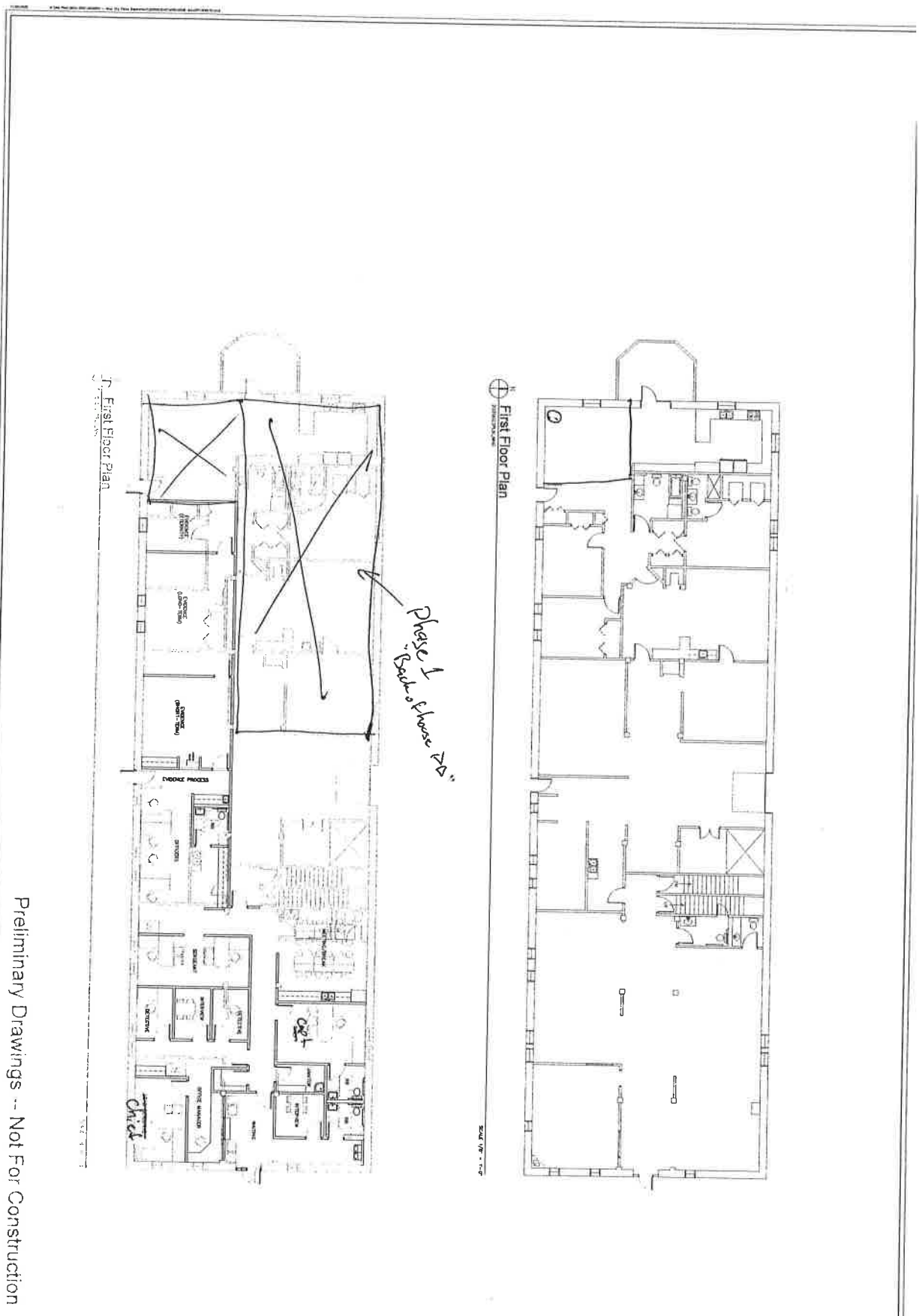
** *Councilperson Huber moved to adjourn the meeting, seconded by Councilperson Kassner and passed unanimously.*

The meeting was adjourned at 6:25 p.m.

John Hollowell, Mayor

Lorrie Pearce, City Clerk

Public Safety Attachment



Preliminary Drawings -- Not For Construction

A1.0

Copyright © 2010
 sdi architects + design
 909 Main Street
 Miles City, Montana 59301
 406.234.0777

MC Police Department
 Woolhouse Gallery
 Miles City, Montana



sdi architects + design
 909 Main Street
 Miles City, Montana 59301
 406.234.0777

New Business

RESOLUTION NO. 4385

A RESOLUTION APPROVING A “BUY-SELL AGREEMENT” WITH THE ESTATE OF SOPHIE A. OLSON FOR THE PURCHASE OF CERTAIN REAL PROPERTY WITHIN THE CITY OF MILES CITY COMMONLY KNOWN AS THE “WOOLHOUSE GALLERY.”

WHEREAS, The City of Miles City desires to purchase from the Estate of Sophie A. Olson certain real property located at 419 N. 7th Street, commonly known as the “Woolhouse Gallery,” for use as a City police department;

AND WHEREAS, the terms of said agreement have been negotiated by the Mayor, and reduced to writing, subject to City Council approval

NOW THEREFORE BE IT RESOLVED by the City Council of Miles City, Montana, as follows:

1. The “Buy-Sell Agreement (Commercial)” attached hereto as Exhibit “A”, and made a part hereof, is hereby approved and adopted by this Council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said document on behalf of the City of Miles City and bind the City of Miles City thereto.
3. The Mayor is further empowered to execute the necessary documents to complete the purchase of said real property on behalf of the City of Miles City and bind the City of Miles City thereto.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, AT A DULY CALLED MEETING THIS 22ND DAY OF DECEMBER, 2020.

John Hollowell, Mayor

ATTEST:

Mary Rowe, Deputy City Clerk

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: December 5, 2020
2 City of Miles City
3 as joint tenants with rights of a survivorship tenants in common single in his/her own right, other
4 (hereafter the "Buyer") agrees to purchase, and the Seller agrees to sell the
5 following described real property (hereafter the "Property") commonly known as
6 419 N 7th St
7 in the City of Miles City, County of Custer, Montana, legally described as:
8 Miles City Original Townsite, Lots 1-5 of block 39 and lots 3-5 of block 36

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:

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: Stove, Refrigerator, Freezer, Dishwasher,

22 PURCHASE PRICE AND TERMS:
23 \$ 267,000.00 Purchase Price: Two Hundred Sixty-Seven Thousand (U.S. Dollars)
24 \$ 2,000.00 Earnest Money (credited to Buyer at closing)
25 \$ 265,000.00 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:

41 CLOSING DATE: The date of closing shall be (date) December 31, 2020 (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 0 days to accommodate delays attributable solely to such third party financing.

Buyer's Initials
Hardisty & Associates Real Estate, 1112 Main St Miles City MT 59301
Dawn Leidholt

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Buy-Sell Agreement (Commercial), June 2020
Page 1 of 9

Seller's Initials
Sewers

47 **POSSESSION:** Seller shall deliver to Buyer possession of the Property and allow occupancy:
48 when the closing agent is in receipt of all required, signed documents and all funds necessary for the purchase; OR
49 upon recording of the deed or notice of purchaser's interest, OR
50

51 Seller shall provide keys and/or means to operate locks, mailboxes, security systems, alarms, if applicable.
52

53 **EARNEST MONEY:** (check one)

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

56 Cash or Check.

57 Broker/Salesperson: _____
58 (name printed) (signature acknowledging receipt of earnest money)
59

60 Buyer agrees to provide earnest money in the amount as set forth herein within 5 days of the date all parties
61 have signed this Agreement. Earnest money may be made by check, cash or wire transfer and shall be held in trust
62 Local Abstract Company. If Buyer fails to provide earnest money as set forth herein,
63 buyer will be in default and Seller may declare this Agreement terminated and any earnest money already paid forfeited.
64

65 **BUYER'S REPRESENTATION OF FUNDS:** Buyer represents that they have sufficient funds for the down payment
66 and closing costs to close this sale in accordance with this Agreement and are not relying upon any contingent
67 source of such funds unless otherwise expressly set forth herein.
68


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

70 Smoke detector(s)


71 Carbon monoxide detector(s)

72 Other fire detection device(s): _____
73 _____
74

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



Buyer's Initials



Seller's Initials

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

196

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

209

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

212

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

218

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

223

224 **DEPOSIT OF FUNDS BY BROKER/SALESPERSON:** All parties agree, unless otherwise expressly stated herein,
225 that the earnest money and any other real estate funds in Broker's/Salesperson's possession shall be deposited or
226 delivered within 5 days of receipt, or the date all parties have signed this Agreement, whichever occurs later. The
227 parties agree that accrued interest, if any, shall be payable to the holder of the funds and that sums so paid are
228 consideration for services rendered.


229

230 **SECTION 1031 LIKE-KIND EXCHANGE:** If either Buyer or Seller intends for this transaction to be part of a Section
231 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange provided the
232 cooperating party does not incur any additional liability or cost in doing so. Any party who intends for this transaction
233 to be part of a Section 1031 like-kind exchange may assign their rights under this Agreement to a qualified
234 intermediary or any entity expressly created for the purposes of completing a Section 1031 like-kind exchange,
235 notwithstanding the prohibition against the Buyer's assignment of this Agreement set forth in the "Binding Effect and
236 Non-Assignability" section below.

237

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


Buyer's Initials


Seller's Initials

242 **PRORATION OF TAXES AND ASSESSMENTS:** Seller and Buyer agree to prorate taxes, Special Improvement
243 District and association special assessments for the current tax year, as well as prepaid rents, water and sewer
244 system charges, heating fuel and tank rental, irrigation assessments, Homeowner's Association dues and/or common
245 maintenance fees, as of the date of closing unless otherwise agreed.
246

247 **CONDITION OF PROPERTY:** Seller agrees that the Property shall be in the same condition, normal wear and tear
248 excepted, from the date of the execution of this Agreement up to the time Buyer takes possession of the Property. Seller
249 agrees to leave the Property in broom clean or better condition and allow Buyer a walk-through inspection of said
250 Property prior to closing to make sure that all appurtenances and appliances included in the sale remain on the Property.
251

252 **NOXIOUS WEEDS DISCLOSURE:** Buyers of property in the State of Montana should be aware that some properties
253 contain noxious weeds. The laws of the State of Montana require owners of property within this state to control, and to
254 the extent possible, eradicate noxious weeds. For information concerning noxious weeds and your obligations as an
255 owner of property, contact either your local County extension agent or Weed Control Board.
256


257 **MEGAN'S LAW DISCLOSURE:** Pursuant to the provisions of Title 46, Chapter 23, Part 5 of the Montana Code
258 Annotated, certain individuals are required to register their address with the local law enforcement agencies as part of
259 Montana's Sexual and Violent Offender Registration Act. In some communities, law enforcement offices will make the
260 information concerning registered offenders available to the public. If you desire further information please contact the
261 local County Sheriff's Office, the Montana Department of Justice, in Helena, Montana, and/or the probation officers
262 assigned to the area.
263

264 **RADON DISCLOSURE STATEMENT:** The following disclosure is given pursuant to the Montana Radon Control Act,
265 Montana Code Annotated Section 75-3-606. **RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE**
266 **GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH**
267 **RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL**
268 **GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN MONTANA. ADDITIONAL INFORMATION REGARDING**
269 **RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY OR STATE PUBLIC HEALTH UNIT. If**
270 the Property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed
271 copy of this Agreement. If the Property has received radon mitigation treatment, the Seller will provide the evidence of
272 the mitigation treatment concurrent with an executed copy of this Agreement.
273


274 **BUYER'S REMEDIES:** (A) If the Seller fails to accept the offer contained in this Agreement within the time period
275 provided in the BUYER'S COMMITMENT section, all earnest money shall be returned to the Buyer.
276 (B) If the Seller accepts the offer contained in this Agreement, but refuses or neglects to consummate the transaction
277 anticipated by this Agreement within the time period provided in this Agreement or otherwise defaults, the Buyer may:
278 (1) Demand immediate repayment of any earnest money paid by the Buyer and upon the return of such money,
279 the rights and duties of Buyer and Seller under this Agreement shall be terminated; **OR**
280 (2) Demand that Seller specifically perform Seller's obligation under this Agreement; **OR**
281 (3) Demand monetary damages from Seller for Seller's failure to perform the terms of this Agreement.
282

283 **SELLER'S REMEDIES:** If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to
284 consummate the transaction anticipated by this Agreement within the time period provided in this Agreement or
285 otherwise defaults, the Seller may:
286 (1) Declare the earnest money paid by Buyer be forfeited whereupon the rights and duties of the Buyer and
287 Seller under this Agreement shall be terminated; **OR**
288 (2) Demand that Buyer specifically perform Buyer's duties and obligations under this Agreement; **OR**
289 (3) Demand that Buyer pay monetary damages for Buyer's failure to perform the terms of this Agreement.
290

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



Buyer's Initials



Seller's Initials

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

302

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

308

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

315

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

318

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

320

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

324

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

328

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

331


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

338

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

342

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


Buyer's Initials


Seller's Initials
Sellers

349 ADDENDA AND/OR DISCLOSURES ATTACHED: (check all that apply):
 350 Contingency for Sale of Buyer's Property Back-up Offer
 351 Addendum for Additional Provisions Mold Disclosure (for all inhabitable real property)
 352 Water Rights Acknowledgement
 353 _____
 354 _____
 355 _____
 356 _____

357 **RELATIONSHIP CONFIRMATION:** The parties to this Agreement confirm that the real estate licensees identified
 358 hereafter have been involved in the capacities indicated below and the parties have previously received the required
 359 statutory disclosures setting forth the licensee's duties and the limits of their obligations to each party:
 360

361 Dawn C Bolejack of Hardesty & Associates Real Estate
 362 (name of licensee) (name of brokerage company)
 363 is acting as Seller's Agent Dual Agent Statutory Broker
 364
 365

366 Dawn C Bolejack of Hardesty & Associates Real Estate
 367 (name of licensee) (name of brokerage company)
 368 is acting as Buyer's Agent Dual Agent Statutory Broker
 369 Seller's Agent (includes Seller's Sub-Agent)
 370

371 **BUYER'S ACKNOWLEDGMENT:** Buyer acknowledges that prior verbal representations by the Seller or Seller's
 372 representatives do not modify or affect this Agreement. Buyer acknowledges that by signing this Agreement he/she
 373 has examined the subject real and personal property and represents that Buyer has **OR** has not physically visited
 374 the Property in person prior to the execution of this Agreement; has entered into this Agreement in full reliance upon
 375 his/her independent investigation and judgments and has read and understood this entire Agreement.
 376

377 **BUYER'S COMMITMENT:** I/We agree to purchase the above-described Property on the terms and conditions set
 378 forth in the above offer and grant to said Broker/Salesperson until (date) 12/07/2020, at 10 am pm
 379 (Mountain Time) to secure Seller's written acceptance, whether or not that deadline falls on a Saturday, Sunday or
 380 holiday. Buyer may withdraw this offer at any time prior to Buyer being notified of Seller's written acceptance. If Seller
 381 has not accepted by the time specified, this offer is automatically withdrawn. I/We hereby acknowledge receipt of a
 382 copy of this Agreement bearing my/our signature(s).

383  Date: 12-5-20, at 09:40 am pm (Mountain Time)
 384 Buyer's Signature

385 Name Printed: City of Miles City

386 Address: PO 910 Miles City State: MT Zip: 59301


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

388 Buyer's Signature

389 Name Printed: _____

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


 Buyer's Initials


 Seller's Initials

397 SELLER'S COMMITMENT:

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

400 *Signature of Seller* 12/05/2020
401 *Date of Signature* 06:41 PM GMT Date: _____, at _____ am pm (Mountain Time)

402 Seller's Signature

403

404 Name Printed: Estate of Sophie A Olson

405

406 Address: 1205 74th Street W Billings State: MT Zip: 59106-1985

407

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

409 Seller's Signature

410

411 Name Printed: Leann Sowers PR

412

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

414

415 Modified per the attached Counter Offer:

416

417 _____ / _____

418 Seller's Initials

Date

Seller's Initials

Date

419

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

421

422 _____ / _____

423 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.

Google Maps



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