

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, is made between MONTANA STATE UNIVERSITY, Bozeman, Montana 59717, (hereinafter referred to as the "Seller") and Dale and Katherine Williams, husband and wife, of Bozeman, Montana, (hereinafter called the "Buyers");

### RECITALS

Montana State University advertised for sealed proposals from prospective buyers of residential property located at 2310 Springcreek Drive;

On June 18, 2001, Montana State University opened the proposals and accepted the proposal of the Buyers as the apparent high bidder with the proposal most advantageous to the university;

The Request for Proposal and the Proposal submitted by the Buyers is incorporated herein by reference and made a part of this agreement.

In consideration of the terms and conditions contained in the RFP and responsive proposals and this agreement, the Seller and Buyers agree as follows:

1. **Real Property.** On the Closing Date and after compliance with requirements of Montana law governing the sale of university owned property, Seller agrees to convey to the Buyers or their designated Assignee, the real property described below:

The residence located at 2310 Spring Creek Drive, Bozeman, Montana, legally described as: Lot 2 in Block 3 of Westridge, a subdivision of a portion of the Northerly half of the NW1/4 of Section 19, Township 2 South, Range 6 East, M.P.M.

The property described shall hereinafter be referred to as "the Property" and the term "Property" shall also include all improvements and fixtures attached to the real property.

2. **Purchase Price.** The Purchase Price for the Property is Four Hundred Thirty Two Thousand Six Hundred Dollars (\$432,600).

3. **Earnest Money Deposit.** The earnest money deposit is Twelve Thousand Nine Hundred Seventy Eight Dollars (\$12,978). The Seller acknowledges that it has received One Thousand Dollars (\$1,000) in bid security that it will apply to the earnest money deposit. The remaining Eleven Thousand Nine Hundred Seventy Eight Dollars (\$11,978) shall be paid to Montana State University, upon acceptance and signature of this Agreement by the Parties. This deposit will be delivered to Seller within three (3) business days following signature of this Agreement, which deposit, on a timely basis, is a condition precedent to the validity and enforceability of this Agreement. The balance of the purchase price shall be paid at Closing.

4. **Delivery of Deed.** At Closing, the Seller will deliver the Buyers a good and sufficient Grant Deed, consistent with the terms of this agreement and Section 20-25-307, MCA.

5. **Title Commitment/Insurance.** Buyers are solely responsible for any title commitment or insurance they may wish to procure in connection with the sale of this property.

6. **Possession and Risk of Loss.** The Buyers are entitled to the possession of the Property at closing. Seller agrees to maintain, at its sole cost and expense, its current property and liability insurance policies until closing. Seller agrees to stand the risk of loss until closing.

7. **Prorations at Closing.** The Buyers will pay for the recording of their deed to the Property. Each party will pay their own respective attorney's fees. Closing fees will be paid by Buyers. All other prorations, if any, will be paid by Buyers.

8. **Seller's agreements.** Seller is the owner of the Property and the parties executing this Agreement on behalf of Seller have the authority and power to do so, subject to the approval of the Board of Regents and the Board of Land Commissioners.

8.1 To the best knowledge of Seller, there are no leases, licenses, or prescriptive easements or other third-party claims of the right to use or occupy any portion of the Property, and there are no adverse parties in possession of any portion of the Property. The Property will, upon Closing, be free and clear of any obligation for taxes.

8.2 Seller has not received or has no knowledge of any pending or threatened eminent domain, condemnation, or similar proceedings affecting the Property.

8.3 Except as set forth herein, the Buyers understand that they are purchasing the Property in "as is" condition.

8.4 Seller makes the following disclosure regarding radon gas as required by Section 75-3-606, MCA. **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.**

9. **Buyer's agreement.** All Matters related to but not limited to zoning, soil borings, matters of survey, use permits, drain easements, rights of way, etc. are to be secured and paid for by Buyers.

10. **Physical Inspection.** The Buyers agree and represent that they have conducted an independent investigation and inspection of the Property, have entered into this Agreement in full reliance thereon, and that there are no other Agreements, verbal or otherwise, modifying the terms of this Agreement and they have not relied upon any oral representations made by the Seller or the Seller's agents.

**11. Closing And Closing Agent.** Buyers shall select a duly qualified closing agent.. Closing shall be held within thirty days of receipt of all approvals by the Board of Regents and Board of Land Commissioners but no later than October 31, 2001, unless an extension of time is mutually agreed upon by the parties. Buyers will deliver funds to the closing agent at least one day prior to closing, and after receiving and approving the closing statements showing both sides of the transaction.

**12. Seller's Obligations at Closing.** The Seller shall deliver to the Buyers at Closing:

**12.1** Title to the Property consistent with the terms of this Agreement.

**12.2** Any other documents, consistent with this Agreement, required by the Closing Agent, to complete this transaction and accommodate the exchange by the Buyers.

**13. Buyer's Obligations at Closing.** At Closing the Buyers shall deliver the following:

**13.1** Bankable funds to pay the balance of the purchase price, plus or minus applicable closing adjustments.

**13.2** All other documents required pursuant to the terms of this Agreement for delivery in accordance with this Agreement.

**13.3** In the event the Buyers fail to perform or default in the performance of any obligation set forth in this Agreement, the Seller, as its sole remedy, may terminate this Agreement and retain the earnest money paid by the Buyers as complete liquidated damages.

**14. Miscellaneous.**

**14.1** Time is of the Essence of this Agreement, except as agreed to the contrary by the parties evidenced by letters from the parties or their attorneys.

**14.2** Applicable Law. The terms of this Agreement in this transaction will be interpreted in accordance with Montana law, where applicable.

**14.3** Further Assurances. The parties agree to do such further acts and things and execute and deliver such additional agreements and instruments as may reasonably be required to consummate, evidence or confirm the agreements contained herein in a manner contemplated hereby.

**14.4** Binding Effect. This Agreement shall bind the personal representatives, heirs, successors and assigns of the respective parties.

**This agreement is expressly contingent upon and is not effective until the terms and conditions of the sale as outlined herein have been approved by the Montana Board of Regents and the Montana Board of Land Commissioners.**

SELLER:

MONTANA STATE UNIVERSITY

By: *[Signature]*

Title: *VP Admin & Finance*

Date Signed: *7/6/2001*

BUYERS:

By: *Dale L. Williams*

By: *Katherine H. Williams*

Date Signed: *7/5/01*