## **STATE OF MONTANA**

## DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION Real Estate Buy-Sell Agreement for the Sale and Purchase of State of Montana Cabin/Home Site Sale No. Site 12

		_, 20, by ai	nd between th	"Agreement" ne State of Mo	ontana, D	epartme	nt of Na			
for the purc	hase	_, whose mai e and sale of of <u>114 Forth o</u>	ling address i that certain re	eal property lo	ocated in	Ravalli C	County, I	Montana, which is m	(the "Buyer"), with a commo nore particular	n
Lot 12 of CS 7 Legal Descript	7273	1-TR, Located in	the SW ¼ of the	e SE 1/4,	3 Sec.	2 South Twp.	22 West Rng.	Ravalli County		
	TOC norr the l does less The at th that tran	nally be cons and and the s not belong t ee of record of Personal Pro te time of the the Buyer sh	idered to be in mprovements to Seller but refered the Cabin/leperty is identification all pay for the yer via signed	ersonal Prope mprovements s and fixtures ather belongs Home Site accified in the Bi n. The Depar e Personal Pro d Bill of Sale a	rty" consi s and fixtu on said la s to a third quired by Il of Sale rtment es operty. T	ires if on and. The d party, n Buyer by available tablished he Perso	e owner e Persor nost con y bid at   to Buye I the "Ma onal Pro	owned be nal Proper nmonly the oublic aud er prior to aximum V perty will I	oth ty e last tion. and alue" oe	
				itely <u>0.35</u> acre rty may be re						
the	suc			<b>ENT.</b> The totalome Site at p					s the amount o lue of the	of
	a.	the current of the success	wner of the F ful bid,	e is the Curre Personal Prop ller in cash or	erty, the Thousa	Purchase and and I	e Price s <u>No/100</u> [	shall be th Dollars (\$	)	,
	b.	of the succe shall be paid Thirty Four	rrent owner o ssful bid, I to Seller, plu Thousand and	of the Persona Thous us the Maximud No/100 Doll	al Property and and um Value ars (\$ <u>134</u>	y, the Pu <u>No/100</u> of the Po (,000.00)	rchase l Dollars ( ersonal , which s	Price shal (\$ Property, shall be p	One Hundred	nt :h
	C.			osited the Bid been paid an						
	d.	in the amou	nt of \$ <u>To Be [</u> ids at closing	ddition to the <u>Determined,</u> to . The Proces nsidered part	o be paid sing Cos	to Seller ts are ow	in cash ed in ac	or other i		3
Res "Clo sha con me	sour osing all de nple ans	ces and Cons g Agent"), unl eposit in escro te the sale in	servation, 142 less otherwise low with Closin accordance which all appro-	24 9 <sup>th</sup> Avenue e agreed in w ng Agent all ir	e, PO Box riting by the enstrument ement. A	201601, he partie ts, docun as used h	, Helena es. At cle nents, a nerein, "c	, MT 5962 osing, Buy nd monies closing" or	eent of Natural 20-1601, (the yer and Seller s necessary to "closing date provided	1
	a.	shall be pror date of closi Buyer shall   Buyer shall   the cost of re Buyer's optic	rated between ng. Seller shoay one-half ( pay all other of ecording the son; (3) lender other cost, fe	all pay one-ha (½) of Closing closing costs, State Deed; (½ fees, if any, t	ner of the alf (½) of y Agent's including 2) the costogether w	Personal Personal Closing a closing a but not left for any with all as	al Prope Agent's and escr limited to title ins ssociate	rty and Bi closing ar ow fees. o: (1) reco urance pu d recordin	uyer as of the nd escrow fees In addition, ording fees for	

Buyer(s) Initials

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- b. Broker or Attorney Fees. All parties shall be responsible to pay their own broker, realtor, and attorney fees, if applicable.
- c. Possession. Buyer shall be entitled to possession of the Property upon closing.
- 3. CONVEYANCE OF TITLE. Upon closing, Seller shall execute and deliver to Buyer a Patent, Grant Deed, or Quit Claim Deed conveying title to the Cabin/Home Site. Buyer shall also receive a Bill of Sale executed by the current owner of the Personal Property in form of Exhibit B, attached hereto. If Buyer and the owner of the Personal Property are identical, then the Bill of Sale shall be returned to said party.
- 4. RISK OF LOSS. The party in possession of the Property shall be liable for and assume all risk of loss to the Property.
- SELLER'S REPRESENTATIONS AND WARRANTIES. There are no representations or warranties of any kind. Buyer is acquiring the property "AS IS", subject to all existing easements or claim of easements, rights of way, protective covenants, zoning ordinances and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes, and other matters which might or might not be disclosed by an accurate survey or inspection of the premises. Seller does not guarantee the accuracy of the acreage, if any, identified in the property description.
- 6. CONDITION OF PROPERTY. Buyer acknowledges that Buyer was and is solely responsible for making a thorough inspection of the property at its own expense, as well as thoroughly researching any and all information available about the Property and its surroundings prior to the date of this Agreement. Prior to signing this Agreement, Buyer acknowledges that Buyer or its designee was afforded the right to have an inspection(s) of the physical condition of the Property at Buyer's expense. This Agreement is NOT contingent upon an inspection by the Buyer. Buyer is purchasing the property on an "AS IS" basis without any warranties, express or implied, from Seller. Seller will not make any repair or improvement to the property. Buyer further acknowledges that Buyer is not relying upon any statement or representation by Seller or any other representatives of Seller which are not expressly set forth in this agreement.

BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ASPECT, IMPROVEMENT, FIXTURE, OR CONDITION OF THE PROPERTY OR THE INCLUSIONS, INCLUDING, WITHOUT LIMITATION, THE EXISTENCES OF HAZARDOUS WASTE OR MATERIALS ENVIRONMENTAL CONCERNS, OR ENVIRONMENTAL CONDITIONS THEREON, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, TO BUYER BEYOND THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

- 7. SELLER'S RADON DISCLOSURE. Pursuant to the Montana Code Annotated §75-3-606, to the extent the property is habitable:
  - Buyer's Acknowledgement of Radon Hazards. The Buyer's execution of this instrument constitutes Buyer's acknowledgement that:

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 THE APPROPRIATE COUNTY OR STATE PUBLIC HEALTH UNIT.

- Seller's Disclosure of All Known Radon Tests. The Seller's execution of this instrument constitutes Seller's representation that it has never received and has never had any knowledge of any radon tests regarding the Property, unless attached to or incorporated by this instrument; and if Seller should become aware of the same at any time before the closing date, Seller will provide Buyer copies of the same.
- 8. SELLER'S LEAD-BASED DISCLOSURE. Pursuant to the Residential Lead-Based Paint Hazard Reduction Act of 1992 [42 USC §4852d] to the extent the Property is residential real property on which a residential dwelling was built prior to 1978, Buyer is notified that such Property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. For such reasons, the US government recommends the buyer obtain a risk assessment or

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inspection for lead-based paint hazards of any residential dwelling was built prior to 1978. To the extent the Property constitutes a residential dwelling built prior to 1978:

- **a.** Buyer's Acknowledgement of Lead-Based Hazards. The Buyer's execution of this instrument constitutes buyer's acknowledgement that Buyer is aware of the above hazards and recommendation for a risk assessment and inspection; and
- b. Seller's Disclosure of All Known Lead-Based Hazards. The Seller's execution of this instrument constitutes Seller's representation Seller has no knowledge of any lead-based paint hazards and has no possession of any information, risk assessment, or inspections regarding the same, unless attached to or incorporated by this instrument; and if Seller should become aware of the same at any time before the closing date, Seller will provide the buyer copies of the same.
- 9. 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.
- 10. 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 offices 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.
- 11. **DEFAULT.** Time is of the essence of this Agreement. If Seller defaults hereunder, Buyer shall be entitled to a refund or return of any Deposit and other costs/fees paid to Seller pursuant to this Agreement and Seller shall have no further obligation to Buyer hereunder. If Buyer defaults, the Deposit and all costs/fees paid by Buyer shall be forfeited to Seller as liquidated damages and upon the forfeiture thereof to Seller, Buyer shall have no further obligation or liability hereunder.
- 12. NOTICES. Any notice under this Agreement shall be in writing and be delivered in person or by public or private courier service (including US Postal Service Express Mail) or certified mail. Any notice given by certified mail shall be sent with return receipt requested. All notices shall be addressed to the parties at the addresses set forth in this Agreement, or at such other addresses as the parties may from time to time direct in writing. Any notices shall be deemed given on the earlier of: (a) actual delivery or refusal, or (b) three (3) days after mailing by certified mail.
- 13. NON ASSIGNABILITY & SURVIVABILITY OF OBLIGATIONS. This Agreement may not be assigned without the written consent of both parties. Seller does not at this time anticipate consenting to any assignment of this Agreement or Buyer's rights hereunder. But if so assigned, each transferee shall be obligated under this Agreement in the same manner as its transferor and each transferor shall remain liable for it unless specifically stated otherwise in writing.
- **14. INTEGRATIONS & MODIFICATIONS**. This Agreement constitutes the whole agreement between the parties. Except as identified in this Agreement, there are no other prior written agreements and no prior or contemporaneous oral agreements that are a part of this Agreement. No modification to this Agreement shall be valid, unless in writing and executed by both parties.
- **15. EFFECTIVE DATE**. This Agreement shall be binding on the execution date, which is the date the last required party executes it.

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## **BUYER'S SIGNATURE(S)**

Signature	Date
Printed Name	
Signature	Date
Printed Name	
SELLER'S SIGNATURE Department of Natural Resources an	d Conservation
Signature	Date
Printed Name	
Title	