BUY/SELL AGREEMENT
(Including Earnest Money Receipt)

This contract stipulates the terms of sale of this property. Read carefully before signing. This is a legally binding contract. If not understood, seek competent advice. Missoula, Montana, May 13, 2011.

☑ Other The University of Montana (hereinafter called “Buyer”) agrees to purchase, and the seller agrees to sell the following described real property (hereinafter referred to as “property”) commonly known as:

Parcel A identified on the Certificate of Survey by Sands Surveying, Inc., Job No. 370501, dated May 5, 2011 (attached)
in the City of Kalispell, County of Flathead, Montana, legally described as:

 Commencing at the southwest corner of a tract of land as shown and described on Deed Exhibit Book 516, page 781, which is a found iron pipe on the north R/W of Woodland Avenue, located in the NE 1/4 SE 1/4 of Section 17, Township 28 North, Range 21 West, P.M., M., Flathead County, Montana; Thence along said R/W S61°20'00"E 104.10 feet to a found iron pipe and the TRUE POINT OF BEGINNING OF THE TRACT OF LAND HERIN DESCRIBED; Thence leaving said R/W N28°09'38"E 56.55 feet to a found iron pipe; Thence N00°17'23"E 183.72 feet to a point which falls in a slough; Thence S05°34'24"E 164.85 feet to a set iron pin; Thence S29°04'20"W 81.92 feet to a set iron pin on the north R/W of said Woodland Avenue; Thence along said R/W N61°20'00"W 4.36 feet to the point of beginning and containing 0.043 ACRE; Subject to and together with all appurtenant easements shown and of record. TOGETHER with all interest of Seller in vacated streets and alleys adjacent thereto, all easements and other appurtenances thereto, and all improvements thereon. All permanently installed fixtures and fittings that are attached to the property are included in the purchase price, such as electrical, plumbing and heating fixtures, wood stoves, built-in appliances, screens, storm doors, storm windows, curtain rods and hardware, attached floor coverings, television antennas, air cooler or conditioner, garage door openers and controls, attached fireplace equipment, mailbox, and trees and shrubs attached to the above described real property and attached buildings or structures except: 

PERSONAL PROPERTY: The following items of personal property and other assets are set forth or per attached addendum, free of liens and without warranty of condition, are included:

N/A

SMOKE DETECTOR(S): Property has # N/A Smoke Detector(s)

MOBILE HOME(S): If a MOBILE HOME is included in the sale of this property: Year N/A

Make/Model N/A Serial Number N/A

Title Number N/A Title will be conveyed at time of closing.

WATER: Description of water, if any, to be transferred: N/A

Cost of transferring will be paid by ☐ Seller ☐ Buyer ☐ split equally between Buyer and Seller.
RECEIPT OF EARNEST MONEY: The undersigned broker or salesperson hereby acknowledges receipt from Buyer of earnest money in the amount of $0.00 U.S. Dollars as evidenced by □ Cash □ Check or □ N/A

All parties to this transaction agree, unless otherwise provided herein, that the earnest monies will be deposited pursuant to Montana law or within (N/A) business days of the date all parties have signed the Agreement or N/A and such funds will be held in a trust account by N/A, Broker.

The parties agree that interest accrued on the earnest money, if any, while deposited shall be payable to: N/A

If interest is payable to the broker it is agreed that sums so paid are considered for services rendered.

By: N/A Signature of Salesperson

PURCHASE PRICE AND TERMS:

Total purchase price is Four Thousand and Seven Hundred U.S. Dollars ($ 4,700.00) Payable as follows:

$ 0 earnest money to be applied at closing.

$ 4,700.00 as additional cash payment, payable on or before closing.

$ 0 balance of purchase price will be financed as follows:

☐ Conventional ☐ MBOH ☐ Seller Financing

☐ FHA ☐ FmHA ☐ Assumption Existing

Loans

☐ VA ☐ Other Institutional Financing N/A

Buyer’s offer is contingent upon obtaining the financing specified herein. If financing cannot be obtained within the time set forth in the TIME FOR COMPLETION section, this offer is terminated and the earnest money will be refunded to the Buyer.

FINANCING CONDITIONS AND OBLIGATIONS:

BUYER’S REPRESENTATION OF FUNDS: Buyer represents that he/she/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.

TIME FOR COMPLETION: If third party financing of the type specified herein is required by the terms of this Agreement (includes assumptions, contracts for deed, and lender financing), the
closing shall occur on the date specified or as soon thereafter as financing is completed, but no
later than ______ N/A _______ days after the stated closing date.

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 p.m. (Mountain Time) on ______ N/A
_____ 2004, Buyer will be in breach of this Agreement and Seller can exercise Seller’s remedies under
this Agreement.

DISCOUNT POINTS: If a Buyer obtains financing from a lender requiring discount points, Seller
agrees to pay discount points up to a maximum of ______ N/A _______ percent
(____ N/A ___%) of the Buyer’s loan. Seller’s obligations will not exceed
____ N/A _______. Any funds paid by Seller as set forth above shall not be used for the
origination fee, closing costs, reserves, or any other costs. Buyer shall pay all other discount
points.

V.A. BUYERS: It is expressly agreed that, notwithstanding any other provisions of this contract,
the Buyer shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to
complete the purchase of the property described herein if the contract purchase price of cost
exceeds the reasonable value of the property established by the Veteran’s Administration. The
Buyer shall, however, have the privilege and option of proceeding with the consummation of this
contract without regard to the amount of the reasonable value established by the Veteran’s
Administration.

F.H.A. BUYERS: In the event funds for this transaction are to be derived from an F.H.A. insured
loan, it is expressly agreed that, notwithstanding any other provisions of this contract, the Buyer
shall NOT be obligated to complete the purchase of the property described herein or to incur any
penalty by forfeiture of earnest money deposit or otherwise, unless the Buyer has received a
written statement issued by the Federal Housing Commissioner, Veteran’s Administration, or a
Direct Endorsement Lender setting forth the appraised value of the property for mortgage
insurance purposes of not less than the amount set forth in the APPRAISAL PROVISION section,
which amount is incorporated herein by reference. The Buyer shall have the privilege and option
of proceeding with the consummation of this contract without regard to the amount of the
appraised valuation made by the Federal Housing Commissioner. The appraised valuation is
arrived at to determine the maximum mortgage the Department of Housing and Urban
Development (HUD) will insure. HUD does not warrant the value nor the condition of the
property. The Buyer should satisfy himself/herself that the price and condition of the property are
acceptable.

APPRaisal PROVISION: Property must appraise for at least ______ N/A _______
($____ N/A ________). If the property does not appraise for at least the specified amount,
Buyer may terminate this transaction or elect to consummate this transaction without regard to
the appraised value.

CONTINGENCIES:

The contingencies listed below shall be deemed to have been released, waived, or satisfied, and
the transaction shall continue to closing, unless, by the date specified for each contingency, the
party requesting that contingency has notified the other party or the other party’s agent in writing
that the contingency is not released, waived, or satisfied, the transaction is terminated, and the
earnest money will be returned to the Buyer, unless the parties negotiate other terms or
provisions.
This offer is contingent upon the approval of the Board of Regents of The Montana University System at the September 2011 Board Meeting, sellers furnish a legally satisfactory title.

Release Date: N/A

This offer is contingent upon N/A

Release Date: N/A

This offer is contingent upon N/A

Release Date: N/A

PROPERTY INSPECTIONS:
The Buyer is aware that any Brokerage Firm(s) and Salesperson involved in this transaction have not conducted an expert inspection or analysis of the property or its condition and make no representations to the Buyer as to its condition, do not assure that the house and/or buildings will be satisfactory to the Buyer in all respects, that all equipment will operate properly or that the property and/or improvements comply with current building and zoning codes and ARE NOT building inspectors, building contractors, structural engineers, electricians, plumbers, sanitarians, septic or cesspool experts, well drillers or well experts, accountants, attorneys, or tile examiners, or experts in identifying hazardous waste and/or toxic materials.

WAIVER OF INSPECTION: ☑ I DO NOT REQUEST ANY INSPECTION OR ADVICE. I/we are not declining any inspection or advice based upon any assurances by a Salesperson and/or the Seller as to the condition of the property, or that to request such inspection or advice would reduce the potential that our offer would be accepted.

INSPECTION CONTINGENCY: ☐ The Buyer's offer to purchase is contingent upon Buyer's acceptance of the property conditions identified through any inspections or advice requested below. Buyer agrees to acquire, at their own cost, independent inspections or advice from qualified inspectors or advisors of the Buyer's choice. Inspections or advice requested by the Buyer, or other concerns noted, are to be CHECKED as follows:

☐ Home Inspection  ☐ Zoning Determination
☐ Seller's Property Disclosure  ☐ Review and Approval of Protective

Covenants

PAGE 4

BUYER'S INITIALS  SELLER'S INITIALS
*Generally covered by a home inspection along with other items too numerous to list.

If Buyer disapproves of the findings of any inspection, report or advice called for in this contingency, Buyer shall deliver written notice to the Seller or the Seller’s Agent on or before __________ N/A ________. For such notice to be valid, it must state specifically all conditions or problems leading to the Buyer’s disapproval and be accompanied by a copy of the inspection or report upon which the disapproval is based. If Buyer does not deliver such written notice and copies of inspections or reports within the time called for above, Buyer shall be deemed to have accepted such inspections and advice, and this contingency shall be of no further force or effect.

If Buyer delivers written notice of disapproval as called for, Seller may choose to negotiate with the Buyer to address the objections specified by the Buyer’s notice. If the parties enter into a written agreement in satisfaction of the objections, this contingency shall be of no further force or effect. If the parties cannot come to written agreement in satisfaction of the objections on or before __________ N/A ________ (date), the earnest money shall be returned to the Buyer, and this transaction terminated.

ADDITIONAL PROVISIONS:

N/A

CONVEYANCE: The Seller shall convey the real property by _______WARRANTY_____ Deed, free of all liens and encumbrances except those described in the TITLE INSURANCE section of this Agreement. The Seller shall convey the personal property by Bill of Sale.

TITLE INSURANCE: Seller, at Seller’s expense, shall furnish Buyer Title Insurance evidenced by a standard form American Land Title Association title insurance commitment in an amount equal to the purchase price, committing to insure merchantable title to the real property in the Buyer’s name, free and clear of all liens and encumbrances except: Zoning ordinances, building and use restrictions, reservations in federal patents, beneficial utility easements apparent or of record, easements of record, Special Improvement Districts, real estate taxes for the year in which closing occurs, and
Buyer may purchase additional title coverage for an additional cost. It is recommended that Buyer obtain details from a title company.

MERCHANTABLE TITLE: If the Seller’s title is not merchantable and cannot be made merchantable before the stated closing date, ______ ADDITIONAL DAYS SHALL BE ALLOWED FOR THE SELLER TO MAKE SUCH TITLE MERCHANTABLE. If title is not merchantable after additional specified time, this Agreement is terminated, unless Buyer elects to waive defects and proceed to closing. The parties may agree to negotiate alternative terms or provisions. Encumbrances to be discharged by the Seller shall be satisfied prior to closing or from Seller’s proceeds at the time of closing.

SPECIAL IMPROVEMENT DISTRICTS: Special Improvement Districts (including rural SIDs), including those that have been noticed to Seller by City/County, but not yet spread or currently assessed, if any, will be:

☐ paid off by Seller at closing;
☐ assumed by Buyer at closing; or 
☐ 

All perpetual SIDs shall be assumed by Buyer.

PRORATION OF TAXES AND ASSESSMENTS: Seller and Buyer agree to prorate taxes, Special Improvement Districts 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, if any, as of the date of closing, unless otherwise agreed. N/A

CLOSING DATE: The date of closing shall be __________ October 31________, 2011. The parties may, by mutual agreement, agree to close the transaction at any time prior to the date specified. The Buyer and Seller will deposit with the Closing Agent all instruments and monies necessary to complete the purchase in accordance with this Agreement.

POSSESSION: Seller shall deliver to Buyer possession of the property and allow occupancy:

☐ On the date of closing, or
☐ On the date of recording the Deed, Notice of Purchaser’s Interest, OR
☐ 

Property shall be vacant unless otherwise agreed in writing. 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.

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 agrees to leave the property in broom clean or better condition and allow Buyer a walk-through inspection of said Property prior to closing to insure that all appurtenances and appliances including in the sale remain on the Property.

RADON DISCLOSURE STATEMENT: The following disclosure is given pursuant to the Montana Radon Control Act, Montana Code Annotated §75-3-606.

RADON GAS: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATE IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS

PAGE 6

BUYER’S INITIALS / SELLER’S INITIALS
If the property has been tested for radon, the Seller will provide a copy of the test results concurrent with an executed copy of this Agreement. If the property has received radon mitigation treatment, the Seller will provide the evidence of the mitigation treatment concurrent with an executed copy of this Agreement.

BUYERS REMEDIES: (A) If the Seller fails to accept the offer contained in this Agreement within the time period provided in the BUYER’S COMMITMENT section, all earnest monies 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 within the time period provided in this Agreement, the Buyer may: (1) Demand immediate repayment of all monies that Buyer has paid as earnest money, and upon the return of such money, the rights and duties of the 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.

SELLER’S REMEDIES: If the Seller accepts the offer contained in this Agreement and Buyer refuses or neglects to consummate the transaction within the time period provided in this Agreement, the Seller may: (1) Declare the earnest money paid by Buyer be forfeited; 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.

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

SELLER’S CERTIFICATION: By entering into this Agreement, each person or persons executing this Agreement as Seller represents that he/she is eighteen (18) years of age or older, of sound mind, and legally entitled at this time to transfer title to the real property free and clear of all liens and encumbrances except those described in this Agreement; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.

CONSENT TO DISCLOSE INFORMATION: Buyer and Seller hereby consent to the procurement and disclosure by Buyer, Seller, and Salesperson and their attorneys, agents, and other parties having interest essential to this Agreement, of any and all information reasonably necessary to consummate the transaction described in this Agreement, specifically including access to escrows for review of contracts, deeds, trust indentures, or similar documents concerning this property or underlying obligations pertaining thereto.

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

TIME IS OF THE ESSENCE: Time is of the essence in this Agreement and all clauses herein.
BINDING EFFECT AND NON-ASSIGNABILITY: The Agreement is binding upon the heirs, successors and assigns of each of the parties hereto; however, Buyer's rights under this Agreement are not assignable without the Seller's express written consent.

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

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.

FACSIMILE: The parties agree that a facsimile copy of this Agreement to Sell and Purchase which contains the parties' signatures may be used as the original.

ENTIRE AGREEMENT: This Agreement, together with any attached exhibits and any for 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 the Buyer.

COUNTERPARTS: A copy of this document may be executed by each individual/entity separately, and when each has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete contract between the parties.

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 or Closing Agent, 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 into 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 for filing such action.

ALTERNATIVE DISPUTE RESOLUTION: At any time, the parties may agree to submit any dispute arising out of this transaction to mediation or arbitration. The parties, by agreement, shall specify mediation or binding arbitration. The cost of mediation or arbitration shall be paid equally by the parties.

ADDENDA ATTACHED: (Check all that apply)

- Lead Based Paint Disclosures
- Continuation Addendum
- 1031 Tax Deferred Exchange
- Sale of Buyer's House
- Backup offer
- Additional
- Contingency

Addendum

BUYER’S ACKNOWLEDGMENT: Buyer acknowledges that he/she has examined the real and personal property, that Buyer enters into this Agreement in full reliance upon his/her independent investigation and judgment, that prior verbal representations by Seller or Seller's agent or representatives do not modify or affect this Agreement, and that by signing this Agreement Buyer acknowledges having 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 Salesperson until N/A

BUYER’S INITIALS SELLER’S INITIALS
Buyer's Signature: [Signature]

Buyer's Address: __________________________ City, State, Zip Code: __________________________

Phone Number (906) 213-6662

Buyer's PRINTED name: Robert A. Duringer

Buyer's Signature: __________________________

Buyer's Address: __________________________ City, State, Zip Code: __________________________

Phone Number (____) ________________________

Buyer's PRINTED name: __________________________

SELLER'S COMMITMENT: I/we agree to sell and convey to Buyer the above described property on the terms and conditions hereinabove stated. I/we acknowledge receipt of a copy of this Agreement bearing my/our signature(s) and that of the Buyer named above. Dated this __________ day of __________________________, 200^ at ________ □ am □ pm (Mountain Time).

Seller's Signature: [Signature]

Seller's Address: ________ City, State, Zip Code: ________

Phone Number (906) 755-4675

Seller's PRINTED name: ________

Seller's Signature: [Signature]

Seller's Address: ________ City, State, Zip Code: ________

Phone Number (906) 755-4675

Seller's PRINTED name: ________

Date/Time Presented: __________________________ by: __________________________

Signature of Person Presenting Offer

ACTION TAKEN, IF OTHER THAN ACCEPTANCE:

□ Offer Rejected by Seller Seller's Initials /

□ Offer Modified per Attached Counter Offer Seller's Initials /

CONTACT PERSON FOR THE BUYER: ____________________________________________________________

____________________________________________________________

CONTACT PERSON FOR THE SELLER: ___________________________________________________________

____________________________________________________________