

RESOLUTION NO. 96- 17184

A RESOLUTION PURSUANT TO BILLINGS MONTANA CITY CODE SECTION 22-902: SALE, DISPOSAL OR LEASE OF CITY PROPERTY, DESCRIBING PROPERTIES TO BE SOLD AND AUTHORIZING CITY OFFICIALS TO PROCEED.

WHEREAS, the City of Billings entered into a Buy-Sell Agreement on the 9th day of December, 1996, to sell certain real property described as follows:

Lots 7, 8, 12, and 13 of Block 2, Lillis Subdivision, First Filing.

WHEREAS, the notice required by Section 22-902 of the Billings Montana City Code has been duly published and mailed; and

WHEREAS, the public hearing required by Section 22-902 of the Billings Montana City Code was duly held on the **9th** day of **December**, **1996**; and,

WHEREAS, City officials should be authorized to proceed to carry out the terms of said Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, AS FOLLOWS:

1. That City staff is authorized to proceed with the sale of said real property under the terms and conditions contained in the Buy-Sell Agreement attached hereto as Exhibit "A".

APPROVED AND PASSED by the City Council of the City of Billings, this 9th day of December, 1996.



THE CITY OF BILLINGS:

BY: Charles F. Tooley
Charles F. Tooley MAYOR

ATTEST:

BY: Marita Herold
Marita Herold, CMC CITY CLERK



THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD OWNER IS ADVISED TO SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL.

1 PARTIES: Seller(s) City of Billings
2 Listing Firm Real Estate by Hamway
3 LENGTH OF LISTING: This agreement begins on , 19 , and expires at midnight on
4 , 19 , but Seller further allows a Broker a reasonable time thereafter to close any transaction on which earnest money is deposited.
5 PRICE & TERMS: Listing Price One Hundred Ninety Five Thousand Dollars and No/100 (\$ 195,000.00)
6 Terms Cash
7 PROPERTY: Legal Description Lots 7,8,12 & 13 Block 2 Lillis Sub. first filing
8 Commonly known as 814,818,912, &916 24th Street West
9 City of Billings County of Yellowstone ST MT Zip 59102 The following
10 items are to be left upon the premises as part of the property purchased; electrical, plumbing, and heating fixtures, wood stoves, built-in appliances, screens, storm
11 doors, storm windows, curtain rods, and hardware, attached floor coverings, T.V. antenna, air cooler or conditioner, garage door openers and controls, attached
12 fireplace equipment, mailbox, trees, shrubs, and all fixtures except: None
13
14 The following personal property is also included as part of the property offered for sale for said price:
15
16
17 CONDITION AND STATUS OF PROPERTY: TO THE BEST OF SELLER'S KNOWLEDGE, the following items are in good repair and working condition and Seller
18 is unaware of anything wrong with appliance(s), foundation, roof, siding, wiring, drainage, heating, plumbing, sanitation, or water systems except:
19 Seller is selling property in its present as is condition with no warranties.
20 STATUTORY DISCLOSURES: If the property is inhabitable real property as defined in the Montana Radon Control Act, Seller(s) represent that to the best of
21 Seller(s) knowledge the property has has not X been tested for radon gas and/or radon progeny and the property has has not X received
22 mitigation treatment for the same. If the property has been tested for radon gas and/or radon progeny, Seller(s) agrees to provide, as available, test results to
23 Broker along with any evidence of mitigation treatment. If there exists a residential dwelling on the property, as defined by 42 U.S.C. §4582, it O was O was not
24 built before the year 1978. If a residential dwelling exists on the property and was built before the year 1978, the Seller O has O has no knowledge of lead-based
25 paint and/or lead-based paint hazards on the property. If Seller has knowledge of lead-based paint and/or lead-based paint hazards on the property he/she agrees
26 to provide all pertinent reports and records concerning that knowledge. Seller acknowledges that the Broker has advised the Seller of his/her obligation to make
27 lead-based paint disclosures and Broker's obligation to ensure that the Seller satisfies this obligation. Seller agrees to cooperate with the making of the required
28 disclosures. Seller warrants that seller is the owner of said property, that seller's title is marketable, that the same is free of encumbrances except liens, covenants,
29 encumbrances of record and taxes levied on said property for the current tax year which are to be pro-rated between seller and buyer.
30 SPECIAL PROVISIONS: The city of Billings will retain a 20 foot easment from the property line on 24th St. W.
31
32
33 COMMISSION: Broker is employed to find a buyer ready and willing to acquire the property described above at the price and terms stated above or at such other
34 price and terms as Seller accepts. Broker is authorized to accept a deposit on the purchase price. Seller agrees to pay Broker in cash a commission equal to
35 10 % based upon the sales price, or \$ N/A, if Seller enters into a written agreement for the sale of
36 the property during the term of this agreement. The commission shall be payable immediately if the Seller defaults on the purchase agreement or at closing,
37 whichever occurs first. Seller agrees to pay Broker, in cash, a commission equal to 10 %, based on the listed price if Seller refuses to accept an offer which
38 meets or exceeds the listed terms. The commission shall be payable immediately upon Seller's refusal to accept the Buyer's full price or better offer. In the event
39 of multiple offers which equal or exceed the listed price/terms, seller may choose which offer to accept and shall not be obligated for more than one commission.
40 Within 90 days of the termination of this agreement (hereinafter protection period), if Seller enters into an agreement to or does sell,
41 exchange, convey, lease, or rent the property to any party to whom Broker or any subagent has marketed the property, the commission shall be payable at the
42 time such agreement is entered into. However, Seller is not obligated to pay a commission to Broker if, during the protection period, Seller has entered into a valid
43 listing agreement covering the property with another licensed real estate broker which obligates Seller to pay the Broker a commission upon the sale, exchange,
44 lease, or rental of the property. Seller's acceptance of an agreement to sell and purchase containing contingencies shall not entitle the Broker to a commission
45 unless or until the contingencies have been removed. Expiration of the listing agreement while a transaction is in process shall not relieve Sellers of their obligation
46 to pay the stated commission upon closing. For purposes of this document, the term "sale" shall be defined as including a lease or an exchange. The terms *buyer*
47 and *seller* shall include lessor/lessee and exchange/exchange including the plurals thereof, as appropriate. Broker represents Seller's interests in marketing
48 the property.
49 GENERAL PROVISIONS: This listing is an exclusive listing and Broker is granted the absolute, sole, and exclusive right to market the described property. Seller
50 authorizes Broker to pay any expense incurred in marketing the property from any forfeited earnest monies and apportion any remaining earnest monies between
51 Seller and Broker equally, provided that the amount paid Broker shall not exceed the agreed commission. The information on this form is from the Seller and
52 assumed to be correct. Broker does not guarantee its accuracy. Seller authorizes Broker to disseminate property information to and through any multiple listing
53 service in which Broker participates at Broker's expense and to accept the assistance and cooperation of other brokers. Seller authorizes Broker to place a lock
54 box on the property for use in connection with marketing the property pursuant to this listing. Seller authorizes Broker, subagents, and accompanied customers
55 to enter any part of the property at any reasonable time to show same. Seller also authorizes Broker to disseminate sold data on the property.
56 In case either party engages an attorney's services in regard to this contract, or in case of suit or action on this contract, the prevailing party shall recover collection
57 costs, court costs, and reasonable attorney's fees. SELLER HEREBY AUTHORIZES LENDER, ESCROW AGENT, AND UTILITY COMPANIES TO DISCLOSE
58 TO BROKER ANY DOCUMENTS HELD BY ESCROW AGENT, THE CURRENT STATUS ON THE TERMS OF THE LOAN, AND/OR THE MONTHLY BILLS.
59 The Civil Rights laws of the United States prohibit housing discrimination on the basis of race, religion, sex, national origin, color, handicap, or familial status. All
60 parties to this contract shall deal in a free and open manner according to said law. SELLER CERTIFIES THAT SELLER HAS READ, UNDERSTOOD, AND
61 RECEIVED A SIGNED COPY OF THIS CONTRACT. SELLER FURTHER CERTIFIES THAT IT HAS BEEN CALLED TO SELLER'S ATTENTION AND SELLER
62 UNDERSTANDS THAT IF SELLER CONVEYS HIS/HER INTEREST IN THE PROPERTY DURING THE TERM OF THIS LISTING OR IF SELLER REVOKES
63 THE UNDERSIGNED BROKER'S EXCLUSIVE RIGHT TO SELL, SELLER WILL PAY THE ABOVE STATED COMMISSION.

64 Real Estate by Hamway City of Billings Date
65 Listing Firm Signature of Seller X Charles F. Tolley Date 12/9/96
66 Charles H. Hamway Mayor
67 Signature of Broker Date Signature of Seller
68 Charles H. Hamway
69 Signature of Listing Agent Date Address
70 248-2020
71 Phone Number Phone Number