

AGENDA

SPECIAL MEETING  
MISSOULA RURAL FIRE DISTRICT

BOARD OF TRUSTEES

DATE: Friday, January 21, 2022  
TIME: 9:00 A.M.  
PLACE: Station #1, 2521 South Avenue West, Missoula

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

NEW BUSINESS

Review, Accept and Approve High Bidder Auction Purchase and Sale Agreement for Property Located at 9840 Highway 10 East, Bonner, Montana.

ADJOURNMENT



## RECITALS

WHEREAS, the Seller owns an interest in the Property as more particularly described above and in Exhibit A and by this reference made a part hereof;

WHEREAS, Purchaser desires to purchase the Property and has submitted an offer for purchase as part of an auction (the "Offer");

WHEREAS, the Offer is subject to the terms and conditions of this Auction Purchase and Sale Agreement ("Agreement");

WHEREAS, the Seller is disposing of and selling the Property pursuant to the applicable sections of Title 7 Chapter 8, Part 25, Montana Code Annotated which are incorporated herein by reference;

WHEREAS, the Seller is not providing title insurance as part of this transaction and by entrance into this Agreement, Purchaser acknowledges the same; and

WHEREAS, Seller agrees to sell the Property subject to the terms and provisions of this entire Agreement including these recitals.

## AGREEMENT

NOW, THEREFORE, for and in good consideration of the mutual promises, covenants, recitals and conditions set forth herein, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

**Section 1. Sale and Purchase.** Subject to the terms and conditions hereof, Seller shall sell, and Purchaser shall purchase the Property. The last date upon which this Agreement is executed shall be hereinafter referred to as the "Commencement Date".

**Section 2. Offer.** This Agreement, when executed by Purchaser and Seller, shall be irrevocable from the date of submission, and shall not be withdrawn for any reason by Purchaser.

**Section 3. Purchase Price.** The purchase price for the Property shall be Six Hundred sixty Five Thousand DOLLARS (\$ 665,000 ) (the "Purchase Price").

The Purchase Price shall be payable as follows:

- A. **Deposit.** An earnest money Deposit of no less than 10% of the Purchase Price equal to \$ 66,500.00 in cash or bankable check shall be held in a non-interest-bearing account by the Escrow Agent (as defined below) and is non-refundable upon ratification of the contract between Purchaser and Seller, unless otherwise specified herein. The Deposit is due at the time of the Purchaser signing this Agreement.



- B. Remaining Balance. The balance of the Purchase Price, less the Deposit, is to be paid at Closing, hereinafter defined, in cash, by wire transfer or other immediately available certified funds.

**Section 4. Closing.**

- A. Closing shall take place at a date which shall be no later than THIRTY (30) days from Auction Date ("Closing"). Extension of the date of Closing may be made by mutual written agreement.
- B. The Escrow Agent shall be First American Title Company, Missoula, Montana ("Escrow Agent").
- C. At Closing, Seller shall convey to Purchaser, the Property by grant deed subject to all of the protective and restrictive covenants of record, all easements, reservations and rights of way of record and that would be disclosed by an examination of the real property and other conditions outlined within this Agreement. Seller shall deliver possession of the Property to the Purchaser as of the date of Closing. The Purchaser also accepts any previously disclosed matters of title provided by Seller and its agents prior to auction.
- D. At the Closing, Purchaser shall deliver to Seller a settlement statement in form and substance reasonably satisfactory to Purchaser and Seller and such other documents, certificates and instruments as may reasonably be required to convey the Property to Purchaser.

**Section 5. Closing Costs.** Notwithstanding anything to the contrary contained herein, the costs of Closing shall be paid as follows.

Purchaser:

- (a) Escrow Agent's closing fee;
- (b) Proration of real estate taxes relating to the Property payable during the year in which closing occurs with Purchaser being responsible for taxes payable from and after the date of Closing;
- (c) All recording fees and any dues owing; and
- (d) All premiums, fees and costs associated with the issuance of any title insurance Purchaser arranges to have issued to it.

Seller:

- (a) Preparation of deed and other Seller's documents required hereunder;
- (b) All delinquent and current real estate taxes through the Closing date; and
- (c) Escrow Agent's document preparation fee, if any.

**Section 6. Brokerage/Auctioneer Fee.** Seller shall pay to Ballenger Auctioneers, LLC, a real estate commission/auctioneer's fee pursuant to a separate



written agreement. Other than for \_\_\_\_\_ as transaction or single party broker for the Purchaser, the Purchaser represents and warrants to the Seller that it has not taken any action and is not aware of any facts that may give rise to a commission or brokerage fee being due as a result of the transfer of the Property. The Purchaser shall indemnify and hold the Seller and Auctioneer harmless from and against any claims made for a commission due.

**Section 7. Taxes and Assessments.** All past due and accrued real property taxes shall be pro-rated at Closing. Any water rates and sewer charges shall be prorated and adjusted to the date of Closing.

**Section 8. Seller's Representations.** The Seller represents to Purchaser the following:

1. The Seller has authority to sell its interest in the Property and is authorized to transfer ownership, and such other documents that are customary and necessary to convey the interest in the Property to the Purchaser;
2. To the Seller's knowledge, there is no pending or overtly threatened litigation, arbitration or governmental proceeding or investigation (whether or not purportedly on behalf of the Seller) against the Seller or affecting the Property or any part thereof, which is, or, if adversely resolved, would or might (i) adversely affect the ability of the Seller to perform its obligations hereunder, or under any document delivered pursuant hereto, (ii) create a lien on the Property or any part thereof, or (iii) otherwise materially or adversely affect the Property or the use, operation, condition or occupancy thereof; and
3. No lessee of the Property is known to Seller.

**Section 9. Property Condition.**

- A. Disclaimer. Seller has not made, does not make and specifically disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, concerning or with respect to: (a) the nature, quality or condition of the Property, including, without limitation, the water, soil and geology; (b) the suitability of the Property for any and all activities and uses which Purchaser may conduct thereon; (c) the compliance of the Property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (d) the habitability, merchantability or fitness for a particular purpose of the Property; (e.) the presence of any endangered or threatened species on the Property, as well as the suitability of the Property as habitat for any of those species; (f) the accuracy or completeness of any materials provided to Purchaser under the provisions of this Agreement or otherwise; or (g) any



other matter with respect to the Property, without limiting the foregoing, Seller does not make and has not made any representation or warranty regarding the presence or absence of any hazardous substance on, under or about the property or the compliance or non-compliance of the property with any and all federal, state or local environmental laws, ordinances, regulation, orders, decrees or rules regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances.

- B. Acknowledgement of Inspection. Purchaser acknowledges and agrees that (a) Purchaser has had the opportunity to inspect the Property, and the condition of title thereto, (b) if this transaction is consummated, Purchaser will be purchasing the Property pursuant to Purchaser's independent examination, study, inspection and knowledge of the Property, and (c) Purchaser is relying upon its own determination of the value and condition of the Property and not on any information provided or to be provided by Seller. Purchaser is relying solely upon its own inspections, investigations, research and analyses in entering into this Agreement and is not relying in any way upon any representations or warranties (except those expressly provided in this Agreement), statements, plans, specifications, cost estimates, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its representatives to Purchaser or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Purchase further acknowledges that any references by Seller or Ballenger Auctioneers, LLC ("Auction Firm") regarding title ownership, square footage, dimensions or area measurements for land or improvements thereon are approximate and were provided by Seller without representation to their accuracy. Purchaser acknowledges and agrees that verification or determination of the accuracy of such information is the responsibility of Purchaser. With respect to any personal property being conveyed hereunder, Purchaser shall not rely on any list of such property compiled by Seller, but rather, Purchaser shall compile its own list for review by Seller, which list, if approved by Seller, shall be countersigned by Seller as evidence of the list's accuracy, and such list shall constitute the personal property to be conveyed to Purchaser at Closing.
- C. AS IS. THE PROPERTY IS BEING SOLD WITH NO CONTINGENCIES AND IN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS AND WITH NO WARRANTIES OR REPRESENTATION REGARDING PAST OR PRESENT CONDITION AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE, CONDITION OF TITLE OR AS TO ITS PHYSICAL OR ECONOMIC CONDITION, IT BEING UNDERSTOOD AND AGREED THAT PURCHASER IS RELYING SOLELY ON ITS OWN INSPECTIONS, TITLE INVESTIGATION, ENGINEERING, AND ENVIRONMENTAL STUDIES, AND REPORTS, ECONOMIC AND FEASIBILITY STUDIES AND EXAMINATIONS OF THE PROPERTY AND PURCHASER'S OWN DETERMINATION OF THE CONDITION OF THE



PROPERTY AND ANY IMPROVEMENTS, FIXTURES, AND EQUIPMENT TO BE PURCHASED BY PURCHASER UNDER THIS AGREEMENT.

- D. **RELEASE.** TO THE EXTENT ALLOWABLE BY LAW, PURCHASER HEREBY RELEASES SELLER AND ANY SERVICER, AGENT REPRESENTATIVE, MANAGER, AUCTIONEER, AFFILIATE, OFFICER, PARTNER, TRUSTEE OR EMPLOYEE OF SELLER (A "SELLER RELATED PARTY") FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES WHICH PURCHASER OR ANY PARTY RELATED TO OR AFFILIATED WITH PURCHASER (A "PURCHASER RELATED PARTY") HAS OR MAY HAVE ARISING FROM OR RELATED TO ANY MATTER OR THING RELATED TO THE CONDITION OF TITLE OF THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, ANY CONSTRUCTION DEFECTS, ANY ERRORS OR OMISSIONS IN THE AUCTION SALE, DESIGN OR CONSTRUCTION OF THE PROPERTY AND ANY ENVIRONMENTAL CONDITIONS AT, IN, ON OR UNDER THE PROPERTY, AND PURCHASER WILL NOT LOOK TO SELLER OR ANY SELLER RELATED PARTY IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.

**Section 10. Condemnation.** If, prior to or during Closing, all or any material part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of: (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) terminating this Agreement, in which event this Agreement shall be terminated, and this Agreement shall then be deemed null and void, none of the parties hereto shall then have any further obligation to any other party hereto or to any third party, and the Seller shall return the Deposit in full to the Purchaser.

**Section 11. Restrictive Covenants.** Seller discloses that the Property may be encumbered by covenants, conditions, and restrictions. Buyer is responsible for obtaining and reviewing applicable covenants, restrictions, by-laws or conditions governing the Property as well as any other matters affecting title.

**Section 12. Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause is assumed by Purchaser on the Closing Date.

**Section 13. Default by Purchaser.** If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur on or before the Closing Date because of the fault of the Purchaser, then Seller, at its option, shall have the right to retain the Deposit. By retaining the Deposit, Seller does not waive any rights or remedies it may have because of Purchaser's default. It is intended hereby that all of the rights and remedies of Seller available either pursuant to the terms of this Agreement, or under the law or otherwise, are cumulative and not exclusive of any other such right or remedy.



**Section 14. Default by Seller.** If Seller fails or refuses to deliver the Deed on or before the Closing Date upon receipt of the purchase price from the Purchaser, then Purchaser shall have the right to terminate this Agreement, in which event this Agreement shall then be deemed null and void, and the Seller shall return the Deposit in full to the Purchaser.

**Section 15. Assignment.** This Agreement, or any part thereof, may be assigned to any third party by the Purchaser only with prior written consent of the Seller, provided, however any assignment by Purchaser shall not relieve the Purchaser of any liability hereunder.

**Section 16. Costs and Attorney's Fees.** Except as otherwise specified in this Agreement, each Party hereto shall pay all of its own costs and expenses incurred in connection with the transactions contemplated hereunder, including, without limitation, any fees and disbursements of its accountants and counsel. If it is necessary for either party to bring an action to enforce the terms, covenants or conditions of this Agreement, the substantially prevailing party shall be entitled to reasonable attorney fees to be set by the appropriate court.

**Section 17. Notices.** All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given when mailed, personally delivered, given to overnight courier, by the other party or parties. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt or otherwise). Notice for any party may be given by its respective counsel. Notices shall be directed to the following addresses (or such other address as may hereafter be furnished to the other party by like notice):

To Seller:           c/o  
Ballenger Auctioneers, LLC  
3032 Farmall Street  
Bozeman, MT 59718  
Phone: (406) 539-7653

To Purchaser:       As set forth above.

**Section 18. Entire Agreement and No Merger.** This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

Due to the unique nature of this transaction regarding the sale of District owned property designated for disposal and sale pursuant to Title 7, Chapter 8, Part 25, Montana Code Annotated, Purchaser and Seller agree and acknowledge the terms of this Agreement are deemed to not merge with the title of the Property and shall survive Closing.

**Section 19. Modification.** The terms of this Agreement may not be amended, waived or terminated orally, but only by instrument in writing signed by the Seller and Purchaser.

**Section 20. Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

**Section 21. Severability of Provisions.** Any part, provision, representation, warranty or covenant of this Agreement that is prohibited or unenforceable or is held to be void or unenforceable in any particular jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provisions hereof.

**Section 22. Captions.** The captions and paragraph headings contained herein are for convenience only and shall not be used in construing or enforcing any of the provisions of this Agreement.

**Section 23. Exhibits.** The exhibits to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement.

**Section 24. Acceptance.** This Agreement, when executed by Purchaser and Seller, shall be irrevocable from the date of submission, and shall not be withdrawn for any reason by Purchaser.

**Section 25. Successors.** This Agreement shall inure to the benefit of and bind parties hereto and their respective successors, heirs, devisees and assigns.

**Section 26. Governing Law and Court of Exclusive Jurisdiction.** This Agreement and all documents and instruments referred to herein shall be governed by the laws of the State of Montana. Any disputes between the Seller and Purchaser regarding this Agreement will be decided exclusively by the Montana Fourth Judicial District Court, Montana.

**Section 27. Time is of the Essence.** TIME IS OF THE ESSENCE with respect to each and every provision of this Agreement. Whenever any action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a weekend or federal holiday, then such period (or date) shall be extended until the next succeeding business day.

**Section 28. Patriot Act.** Purchaser is not, and will not be, a person or entity with whom Seller is restricted from doing business under the Uniting and Strengthening



America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107 56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, the "Anti-Terrorism Laws"), including, without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

**Section 29. Non-Foreign Seller.** Seller represents that at the time of acceptance of this Agreement and at the time of Closing, Seller is not a "foreign person" as such term is defined in the Foreign Investments in Real Property Tax act of 1980 and make any declaration necessary to comply with said act or other applicable law.

IN WITNESS HEREOF, Purchaser and Seller agree that the Date of this Agreement shall be the date the Seller executes this Agreement.

**SELLER:**

Missoula Rural Fire District

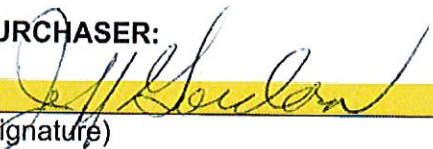
Authorized Signatory

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date of Seller's Commencement)

**PURCHASER:**

  
\_\_\_\_\_  
(Signature)

Jeff Gordon  
\_\_\_\_\_  
(Print Name)

1/15/2022  
\_\_\_\_\_  
(Date of Purchaser's Offer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date of Purchaser's Offer)



**EXHIBIT A**

**(Property Description)**

<b><u>Address/Description:</u></b>	9480 Highway 10 East, Bonner, Montana 59823
<b><u>Legal Description:</u></b>	S27, T13 N, R18 W, C.O.S. 1344, ACRES 0.386, EXEMPT
<b><u>Geocode:</u></b>	04-2201-27-1-01-03-0000
<b><u>Assessment Code:</u></b>	0005906372

Gordon

**EXHIBIT B**

Updated January 7, 2022

**Terms and Conditions of Auction Sale for Real Estate**

**Address/Description:** 9480 Highway 10 East, Bonner, Montana 59823

**Legal Description:** S27, T13 N, R18 W, C.O.S. 1344, ACRES 0.386, EXEMPT

All bidders must register acknowledging they have read and agree to these Terms and Conditions of Auction Sale for Real Estate (herein referred to as the "Terms and Conditions") as outlined prior to bidding.

**Announcements:** With the exception of the formal notice issued by Missoula Rural Fire District, all announcements made the day of the auction take precedence over any and all previously written advertisements or any prior written or verbal terms of sale. Auctioneer and Seller reserve the right to withdraw the property from auction at any time.

**Agency:** Ballenger Auctioneers, LLC auctioneers, firm, supervising broker, real estate agent and all parties employed by or associated with the Auctioneer will be acting solely as a representative of the Seller.

**Auctioneer Rights:** All decisions of the Auctioneer are final. The Auctioneer reserves the right to reject any bid or bidder and has the right to accept back-up contracts. In case of a tie or disputed bid, the Auctioneer reserves the right to re-open the bidding to determine the highest bid and settle the disputed bid. This is at the sole discretion of the Auctioneer.

**Additional Seller's Rights:** Seller reserves the right to inspect and review the final signed Buyers' Auction Purchase and Sale Agreements and upon due diligence, Seller retains the right to reject the high bid if Seller determines the Buyer is unable to fulfill the obligations and terms of the Agreement. A final decision to approve and accept the Agreement will be made at a Seller's Board of Trustees' meeting which will be publicly noticed a minimum of forty-eight (48) hours in advance.

**Buyer Registration:** This auction will be held on-site at the auction property located at 9480 Highway 10 East, Bonner, MT 59823. All bidders must register either prior to the auction date or on the auction date. Buyers can register online at [www.ballengerauctioneers.com](http://www.ballengerauctioneers.com) or on auction day. By registering and accepting a number, all bidders agree to abide by all of these Terms and Conditions.

**Broker Registration:** Broker/Agents must register their client by 4:00 pm on Friday, January 14, 2022 via the Broker Registration Form. The Broker Registration Form is included in this packet and needs to be filled out and emailed back by 4:00 pm on Friday, January 14, 2022 to [travis@ballengerauctioneers.com](mailto:travis@ballengerauctioneers.com). A two percent (2.0%) commission of the high bid price will be paid to any properly registered broker whose



client purchases the real estate at the auction and closes in full. It is the responsibility of any agent representing a client to have completed and returned the Broker Registration Form by the deadline of 4:00 pm on Friday, January 14, 2022. No registration forms will be accepted at or after the auction.

**Bidding Process: (TWO OPTIONS)**

**Option #1 (Proxy-Bid):** Prospective bidders that want to bid using a proxy-bid must first fill out and sign the "Terms and Conditions of the Auction Sale" form. Next, proxy-bidders must submit their proxy-bid by filling out the "Auction Purchase and Sale Agreement". These forms can be downloaded and printed from our website located at [www.ballengerauctioneers.com](http://www.ballengerauctioneers.com). Proxy-bidders may also request these forms be sent via email by contacting [travis@ballengerauctioneers.com](mailto:travis@ballengerauctioneers.com). After filling out and signing these forms, please email them back to [travis@ballengerauctioneers.com](mailto:travis@ballengerauctioneers.com). These forms must be completed and received back to us by Friday, January 14, 2022 by 12:00 pm (Noon.)

On auction day we will submit the proxy-bid as the purchase price amount the bidder has filled out on section 3 of the "Auction Purchase and Sale Agreement". **THE BIDDER MUST INCLUDE A CHECK FOR AT LEAST 10%** of the "Purchase Price" that was provided in the "Auction Purchase and Sale Agreement in section 3. The bidder should make the non-refundable 10% earnest money deposit payable to *First American Title Company*. **IN ADDITION TO THE EARNEST MONEY, THE BIDDER MUST ALSO PROVIDE A LETTER FROM HIS/HER FINANCIAL INSTITUTION CONFIRMING THE BIDDER IS QUALIFIED TO FINALIZE THIS PURCHASE WITHIN 30 DAYS FROM DATE OF AUCTION.**

**To have the proxy-bid considered at the day of the auction the earnest money must be received by the First American Title Company and communicated to Auctioneer by Friday, January 14, 2022 at 12:00 pm (Noon).** The bidder may also mail the earnest money deposit to Ballenger Auctioneers 3032 Farmall St., Bozeman, MT 59718 however, it must be received no later than Wednesday, January 12, 2022. Otherwise, the bidder will need to provide the earnest money deposit by Friday, January 14, 2022 by 12:00 pm (Noon) to First American Title Company. **The bidder must call Travis Ballenger, Auctioneer/Broker at (406) 539-7653 to confirm** receipt of the proxy-bid, Terms and Conditions, letter from the financial institution and earnest money deposit. The proxy-bid may be disqualified by not confirming or submitting all of the required documents.

Bidders will be bidding against other prospective buyers who have left proxy-bids and other prospective buyers that will be bidding in-person. All bidders must register, and will be assigned a bidder number. By registering and submitting a signed "Terms and Conditions of the Auction Sale" all bidders agree to abide by all of the terms and conditions of the document.

All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "Sold" and the auction has concluded. The bidder's number is nontransferable.



**Option #2 (Live In-Person Bidding):** On the day of the auction prospective bidders must fill out and sign the "Terms and Conditions of the Auction Sale" prior to the auction starting at 12:00 pm (Noon.)

BIDDERS SHOULD ARRIVE EARLY to fill out the required forms. **All bidder must show a Government ID (i.e., driver's license).**

**IN ADDITION TO A PERSONAL OR BUSINESS CHECK IN THE AMOUNT OF THE 10% EARNEST MONEY DEPOSIT, REQUIRED IF THE BIDDER IS THE HIGH BIDDER, BIDDERS MUST ALSO PROVIDE A LETTER FROM THEIR FINANCIAL INSTITUTION CONFIRMING THE BIDDER IS A QUALIFIED BUYER AND ABLE TO FINALIZE THIS PURCHASE WITHIN 30 DAYS FROM DATE OF AUCTION.**

Bidders will be bidding against other prospective buyers who have left proxy-bids and other prospective buyers that will be bidding in-person. All bidders must register, and will be assigned a bidder number. By registering and submitting a signed "Terms and Conditions of the Auction Sale" all bidders agree to abide by all of these Terms and Conditions.

All bids are an irrevocable offer to buy and shall remain valid and enforceable until the Auctioneer declares the property "Sold" and the auction has concluded. The bidder's number is nontransferable.

**All Sales are Final:** By registering and bidding, the Buyer acknowledges he/she understands and agrees to the terms of the Auction Purchase and Sale Agreement. The Buyer acknowledges he/she has read the Auction Purchase and Sale Agreement and these Terms and Conditions provided by Auctioneer and accepts the Auction Purchase and Sale Agreement without any changes to the pre-printed text. The Buyer must sign all contract documents immediately after the real estate auction.

**Representation:** Although information has been obtained from sources deemed reliable, neither the Auctioneers, Ballenger Auctioneers, LLC, its representatives, employees, firm, supervising Broker, real estate agent, their attorney's nor the Seller make any guarantee or warranty of any kind expressed or implied as to the accuracy of the information herein contained.

**Disclosure:** Missoula County is reviewing an update to the zoning code within its jurisdiction with a proposed effective date of late Spring or Summer of 2022 for the entire county. County officials have recommended to establish use of any property prior to the enactment of the zoning code update.

**Financing:** The purchase is not contingent on obtaining financing or qualification.

**No Contingencies:** The purchase is also not contingent on an appraisal and the property is being sold as-is so there will be no inspections and no contingency for an inspection.

665 1

**Please sign below to buyer representations:**

- I have read and agree to these Terms and Conditions of Auction Sale for Real Estate as set forth herein.
- I have read, understand and agree to all of the terms and conditions in the Auction Purchase and Sale Agreement.
- I understand that I do not have an agency relationship with Ballenger Auctioneers, LLC, auctioneers, firm, Broker, supervising Broker, real estate agent and all parties employed by or associated with.
- I accept full responsibility for due diligence on the real estate I am bidding on.
- I understand the real estate will be sold "As-Is, Where Is".
- I understand that, in the event I am the successful bidder of real estate, and if I fail to close per the Auction Purchase and Sale Agreement, my earnest money deposit(s) will be forfeited, and other action may be taken against you.
- I hereby acknowledge that the offer is subject to Seller approval.
- In the case of conflict between the Auction Purchase and Sales Agreement and these Terms and Conditions of Auction Sale for Real Estate, the Auction Purchase and Sale Agreement shall control.

**CHECK LIST (Please initial)**

- I've signed the "Terms and Conditions of Auction Sale.
- I have read and/or filled out and signed the Auction Purchase and Sale Agreement.
- I have a personal or business check for at least 10% earnest money made payable to: FIRST AMERICAN TITLE COMPANY.
- I have a letter from my bank showing that I am a qualified buyer.
- I have a copy of my government ID (i.e., driver's license) to provide.

**BY SIGNING BELOW, YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS OF AUCTION SALE FOR REAL ESTATE**

Signature: Jeffrey W. Gaudin  
 Printed Name: JEFF W. GAUDIN  
 Title (If Business): \_\_\_\_\_  
 Company (If Business): \_\_\_\_\_  
 Street Address: 620 S. DAVIS  
 City, State & Zip Code: MISSOULA, MT. 59801  
 Cell Phone: (406) 240-5070 Work Phone: (406) 728-5070  
 Email: JEFF@METALWORKSOFMT.COM



December 30, 2021

TO : Ballenger Auctioneers

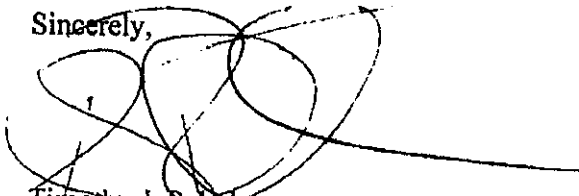
RE : Jeffrey W Gordon  
620 S Davis St.  
Missoula, MT 59801  
Account# : 2200001333034

To Whom It May Concern:

This letter is to guaranty funds up to the amount of \$5,000,000.00 for the purchase of property at 9480 Highway 10 East Boner, MT 59823 at the above referenced auction. This guaranty is in place so long as the check is properly drawn and signed by our customer. This guaranty will be in effect until January 18th, 2022.

If you have any questions, please call me at (406) 329-1944.

Sincerely,



Timothy J. Poch  
Vice President



MONTANA ASSOCIATION OF REALTORS®  
PROPERTY DISCLOSURE STATEMENT



1 Date: 12/01/2021

2  
3 Property: 9480 Highway 10 East Bonner MT 59823

4 Seller(s): Missoula Rural Fire District

5 Seller Agent: Travis Ballenger

6  
7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8  
9
  - 10 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
  - 11 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
  - 12 statements made by the seller; and
  - 13 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
  - 14 information regarding adverse material facts that concern the property.

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been

16 completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).

17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,

18 **except as set forth below**, the Seller Agent has no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or
- 20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern
- 21 the Property
- 22 \_\_\_\_\_
- 23 \_\_\_\_\_
- 24 \_\_\_\_\_
- 25 \_\_\_\_\_
- 26 \_\_\_\_\_
- 27 \_\_\_\_\_

28  
29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,

30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by

31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property

32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to

33 any advice, inspections or defects.

34  
35 Seller Agent Signature: *Travis Ballenger*

36 Travis Ballenger

37 Dated: 12/1/21

38  
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40  
41 Buyer Agent: *Sharon Gordon*

42  
43 Buyer Agent Signature: *Sharon Gordon*

44  
45 Dated: 1-15-2022

46  
47 Buyer Signature: *J. M. Giddens*

48  
49 Dated: 1-15-2022



OWNER'S PROPERTY DISCLOSURE STATEMENT  
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



1 Date: 12/01/2021

2  
3 The undersigned Owner is the owner of certain real property located at  
4 9480 Highway 10 East, in the City of Bonner  
5 County of Missoula, Montana, which real property is legally described as:  
6 S27, T13 N, R18 W, C.O.S 1344, ACRES 0.386, EXEMPT  
7  
8  
9

10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse  
11 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be  
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real  
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the  
14 Property, or that presents a documented health risk to occupants of the Property.  
15

16 **OWNER'S DISCLOSURE**

- 17  
18  Owner has never occupied the Property.  
19  Owner has not occupied the Property since \_\_\_\_\_ (date).  
20

21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on  
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any  
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify  
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,  
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the  
26 failure of the Owner to disclose any adverse material facts known to the Owner.  
27

28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the  
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between**  
30 **Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to**  
31 **obtain.**  
32

33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If  
34 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.  
35

- 36 1. APPLIANCES: (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,  
37 Freezer, Washer, Dryer)  
38 \_\_\_\_\_  
39 \_\_\_\_\_  
40  
41 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum  
42 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.  
43 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire  
44 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)  
45 \_\_\_\_\_  
46 \_\_\_\_\_

Buyer's or Lessee's Initials JG

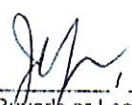
© 2021 Montana Association of REALTORS®  
Owner's Property Disclosure Statement, April 2021  
Page 1 of 6


Owner's Initials CH



47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99

- 3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)  
\_\_\_\_\_  
\_\_\_\_\_
- 4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)
  - a. Faucets, fixtures, etc.  
\_\_\_\_\_  
\_\_\_\_\_
  - b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, and Cesspools)  
\_\_\_\_\_  
\_\_\_\_\_
  - c. Septic Systems permit in compliance with existing use of Property  
\_\_\_\_\_  
\_\_\_\_\_
  - Date Septic System was last pumped?  
\_\_\_\_\_  
\_\_\_\_\_
  - d. Public Sewer Systems (Clogging and Backing Up)  
\_\_\_\_\_  
\_\_\_\_\_
- 5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: (Central Heating including furnaces, Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks, Thermostats, Wall/Window AC Evaporator Coolers, Humidifiers, Propane tanks)  
\_\_\_\_\_  
\_\_\_\_\_
- 6. ADDITIONAL HEAT SOURCES: (Gas, Pellet, Wood Stoves or Fireplaces) (Compliance with Air Quality Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)  
\_\_\_\_\_  
\_\_\_\_\_
- 7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)  
\_\_\_\_\_  
\_\_\_\_\_
- 8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)  
\_\_\_\_\_  
\_\_\_\_\_
- 9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)  
\_\_\_\_\_  
\_\_\_\_\_
- 10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Buyer's or Lessee's Initials

  
\_\_\_\_\_  
Owner's Initials





101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155

11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

a. Private well

b. Public or community water systems

13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)

14. Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:

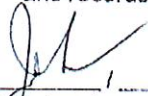
15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access)


16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property  has  has not been used as a clandestine Methamphetamine drug lab and  has  has not been contaminated from smoke from the use of Methamphetamine. If the Property has been used as a clandestine Methamphetamine drug lab or contaminated from smoke from the use of Methamphetamine, Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab or the contamination of the Property from smoke from the use of Methamphetamine.

18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property  has  has not been tested for radon gas and/or radon progeny and the Property  has  has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment.

19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner  has  has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and records concerning that knowledge.

  
Buyer's or Lessee's Initials

  
Owner's Initials





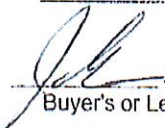
156 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner  
157 represents to the best of Owner's knowledge that the Property  has  has not been tested for mold and that  
158 the Property  has  has not received mitigation or treatment for mold. If the Property has been tested for  
159 mold or has received mitigation or treatment for mold, attached are any documents or other information that may  
160 be required under Montana law concerning such testing, treatment or mitigation.  
161


162 **If any of the following items or conditions exist relative to the Property, please check the box and provide**  
163 **details below.**

- 164 1.  Asbestos.
- 165 2.  Noxious weeds.
- 166 3.  Pests, rodents.
- 167 4.  Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or  
168 treated, attach documentation.)
- 169 5.  Common walls, fences and driveways that may have any effect on the Property.
- 170 6.  Encroachments, easements, or similar matters that may affect your interest in the Property.
- 171 7.  Room additions, structural modifications, or other alterations or repairs made without necessary permits or  
172 HOA and HOA architectural committee permission.
- 173 8.  Room additions, structural modifications, or other alterations or repairs not in compliance with building  
174 codes.
- 175 9.  Health department or other governmental licensing, compliance or issues.
- 176 10.  Landfill (compacted or otherwise) on the Property or any portion thereof.
- 177 11.  Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area or work  
178 conducted by Seller in or around any natural bodies of water.
- 179 12.  Settling, slippage, sliding or other soil problems.
- 180 13.  Flooding, draining, grading problems, or French drains.
- 181 14.  Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
- 182 15.  Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,  
183 smell, noise or other pollution.
- 184 16.  Hazardous or Environmental Waste: Underground storage tanks or sump pits.
- 185 17.  Neighborhood noise problems or other nuisances.
- 186 18.  Violations of deed restrictions, restrictive covenants or other such obligations.
- 187 19.  Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
- 188 20.  Zoning, Historic District or land use change planned or being considered by the city or county.
- 189 21.  Street or utility improvement planned that may affect or be assessed against the Property.
- 190 22.  Property Owner's Association obligations (dues, lawsuits, transfer fees, initiation fees, etc.).
- 191 23.  Proposed increase in the tax assessment value or homeowner's association dues for the Property.
- 192 24.  "Common area" problems.
- 193 25.  Tenant problems, defaults or other tenant issues.
- 194 26.  Notices of abatement or citations against the Property.
- 195 27.  Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the  
196 Property.
- 197 28.  Airport affected area.
- 198 29.  Pet damage
- 199 30.  Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases  
200 or reservations.
- 201 31.  Other matters as set forth below.

202 Additional details:

203 \_\_\_\_\_  
204 \_\_\_\_\_  
205 \_\_\_\_\_  
206 \_\_\_\_\_  
207 \_\_\_\_\_  
208 \_\_\_\_\_  
209 \_\_\_\_\_  
210 \_\_\_\_\_

  
Buyer's or Lessee's Initials

  
Owner's Initials




211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248

[Lined area for handwritten notes]

Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and belief as of the date signed by Owner.

252 Owner \_\_\_\_\_ Date \_\_\_\_\_  
253  
254 Owner \_\_\_\_\_ Date \_\_\_\_\_

  
Buyer's or Lessee's Initials





255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277

**BUYER'S ACKNOWLEDGEMENT**

Subject Property Address: 9480 Highway 10 East Bonner MT 59823  
S27, T13 N, R18 W, C.O.S 1344, ACRES 0.386, EXEMPT

Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the Property that are known to the Owner. The disclosure statement does not provide any representations or warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse material fact concerning a particular feature, fixture or element imply that the same is free of defects.

Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects. Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall condition of the Property in lieu of other inspections, reports or advice.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

 \_\_\_\_\_ 1-15-22  
Buyer's/Lessee's Signature Date

\_\_\_\_\_  
Buyer's/Lessee's Signature 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.





# MOLD DISCLOSURE



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 12/01/2021

3 Property Address: 9480 Highway 10 East Bonner MT 59823

5 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude  
6 mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth  
7 may be available from your county extension agent or health department. Certain strains of mold may cause damage to  
8 property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye,  
9 nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune  
10 systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases.  
11 However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of  
12 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link  
13 between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or property manager cannot  
14 and does not represent or warrant the absence of mold. It is the buyer's or tenant's obligation to determine whether a mold  
15 problem is present. To do so, the buyer or tenant should hire a qualified inspector and make any contract to purchase, rent,  
16 or lease contingent upon the results of that inspection. A seller, landlord, seller's agent, buyer's agent, or property manager  
17 who provides this mold disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation  
18 or treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of or  
19 propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

21 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge that the  
22 building or buildings on the property have mold present in them. This disclosure is made in recognition that all  
23 inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus, mildew or  
24 spores). The undersigned are not representing that a significant mold problem exists or does not exist on the property,  
25 as such a determination may only be made by a qualified inspector.

27 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has previously  
28 provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if available) and evidence of  
29 any subsequent mitigation or treatment.

31 [Signature] 12/1/21 [Signature] 12/1/21  
32 Seller/Landlord Date Seller's Agent/Property Manager Date  
33 Missoula Rural Fire District Travis Ballenger

35 Seller/Landlord Date Seller's Agent/Property Manager Date

37 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledges receipt of this  
38 Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment. The undersigned  
39 Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a significant mold problem  
40 exists or does not exist on the property. They further acknowledge that the Seller, Landlord, Seller's Agent, Buyer's  
41 Agent, Statutory Broker and/or Property Manager, who have provided this Disclosure, are not liable for any action based  
42 on the presence of or propensity for mold in the property.

44 [Signature] 1-15-22 [Signature] 1-15-2022  
45 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

47 Buyer/Tenant Date Buyer's Agent/Statutory Broker 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.



# LEAD-BASED PAINT DISCLOSURE



1 Date: 12/01/2021

2  
3 Property Address: 9480 Highway 10 East Bonner MT 59823

4  
5 **Lead Warning Statement:** Every Buyer of any interest in residential real property on which a residential dwelling was built prior to  
6 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of  
7 developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning  
8 disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to  
9 pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-  
10 based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based  
11 paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

12 **Seller's Disclosures:** The Seller hereby discloses the presence of lead-based paint and/or lead-based paint hazards by  
13 checking the appropriate boxes as follows:

14 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

15  Seller knows that lead-based paint and/or lead-based paint hazards are present in the property (explain):  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the property.

19 (b) Records and Reports available to the Seller (check one below):

20  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or  
21 lead-based paint hazards in the property. Those reports and records are itemized as follows:  
22 \_\_\_\_\_  
23 \_\_\_\_\_

24  Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the property.

25 **Buyer's Acknowledgment:** Buyer acknowledges, by his/her initials in the blanks provided below, as follows:

26 (c)  Buyer has received copies of all information listed in item (b), if any.

27 (d)  Buyer has received the pamphlet "Protect Your Family From Lead in Your Home."

28 If the delivery of the documents referenced in subsection (c) or (d) occurs after the full execution of the Buy-Sell  
29 Agreement (the Agreement) by all parties, Buyer has a right to cancel as set forth in the Agreement.

30 (e)  Buyer has (check one below):

31  Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or  
32 inspection of the presence of lead-based paint hazards (in which event the parties have entered a Lead-  
33 Based Paint Contingency Addendum); or

34  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based  
35 paint and/or lead-based paint hazards.

36 **Broker/Salesperson's Acknowledgment:** The Seller Broker/Salesperson (or if no listing Broker/Salesperson, any Broker/  
37 Salesperson in the transaction) acknowledges, by his/her initials in the blank provided below, as follows:

38 (f) \_\_\_\_\_ Broker/Salesperson has informed the Seller of the Seller's obligations under 42 U.S.C. §4652(d) and is  
39 aware of his/her responsibility to ensure compliance.

40 **Certifications:** The undersigned have reviewed the information above and certify, to the best of their knowledge, that the  
41 information, which they have provided is true and accurate.

42  
43  
44 Seller [Signature] Date 11-29-21 Buyer [Signature] Date 1-15-22  
45 Missoula Rural Fire District

46  
47 Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

48  
49 Seller Broker/Salesperson [Signature] Date 12/1/21

50 (If no Seller Broker/Salesperson, Buyer Broker/Salesperson to sign)  
51 Travis Ballenger

**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.