

RESOLUTION NO. 97-17224

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 **10th** day of **March, 1997**, to sell certain real property described as follows:

Lots 1-4, 9-12, 13-24, Block 214, Original Town of Billings

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 **28th** day of **April, 1997**; 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 28th day of April, 1997.



THE CITY OF BILLINGS:

BY: Charles F. Tooley
Charles F. Tooley MAYOR

ATTEST:

BY: Marita Herold
Marita Herold, CMC CITY CLERK



FORM No. 740
Stevens-Ness Law Publishing Co.
Portland, Ore.

RECEIPT AND AGREEMENT TO SELL AND PURCHASE

Billings, Montana, April 24, 19 97

(hereinafter referred to as purchaser)

Dollars (\$ 500.00) as a deposit and earnest money in

County of **Yellowstone**

RECEIVED FROM **Victor and Todd Reichenbach**

the sum of **Five hundred**

part payment of the purchase price of the following described real property situated in **Billings**

State of Montana, to-wit: **Lots 1-4, & 9-24, Block 214 O.T.**

All irrigation fixtures and equipment, plumbing and heating fixtures and equipment, including stoves and oil tanks, water heaters and burners, electric light fixtures (excluding bulbs), bathroom fixtures, roller shades, curtain rods and fixtures, venetian blinds, window and door screens, storm doors and windows, linoleum, attached television antenna, all shrubs and trees, and all other fixtures attached thereto, except **N/A**

are to be left upon the premises as a part of the property purchased. The following personal property is also to be left upon the premises as a part of the property purchased: **N/A**

It is hereby agreed that the total purchase price is the sum of **One hundred forty thousand** Dollars (\$ **140,000.00**)
payable as follows: The earnest money hereinabove received for in the sum of **Five hundred** Dollars (\$ **500.00**)
and the balance of the purchase price in the sum of **One hundred thirty nine thousand five hundred** Dollars (\$ **139,500.00**)
to be paid as follows: (If on contract, state terms generally and if escrow, also name of escrow holder)

To be paid in full on closing

1. It is further agreed: seller shall at his expense furnish purchaser an Abstract of Title continued to a date subsequent hereto showing merchantable title to the above described property vested in seller, or in lieu thereof, at seller's option, a title insurance policy insuring title thereto vested in purchaser, free and clear of all liens and encumbrances, except **None**

It is further agreed that the broker assumes no responsibility in regard to the title and broker recommends that purchaser have the Abstract of Title or Title Insurance Policy examined by an attorney. **Warranty Deed** and the personal property by Bill of Sale, free and clear of all encumbrances except building and zoning ordinances and regulations, building and use restrictions, rights of way and easements, reservations in Federal patents and State deeds and those enumerated in Section 1 above.

3. Seller shall pay all of the taxes and assessments for **12th of 19-97** and prior years and purchaser shall pay all taxes and assessments thereafter. Rents, insurance and interest on mortgage or contract indebtedness shall be prorated as of the date of closing.

4. If seller does not approve this sale within **10** days hereafter, or if seller's title is not merchantable or insurable and cannot be made so within a reasonable time after written notice containing statement of defects is delivered to seller, then said earnest money herein received for shall be returned to the purchaser on demand and all rights of purchaser terminated unless purchaser waives said defects and elects to purchase; but if said sale is approved by the seller and seller's said title is merchantable or insurable and purchaser neglects or refuses to complete the purchase or shall fail to pay the balance of the purchase price as hereinabove provided, then said earnest money shall be forfeited to the seller as liquidated damages and not as a penalty and this agreement thereupon shall be of no further force or effect.

5. The purchaser agrees that this contract does authorize the seller to enforce the remedy of specific performance. The seller agrees that this contract does authorize the purchaser to enforce the remedy of specific performance. No agreements, verbal or other, modify or affect this agreement.

6. Possession shall be delivered to purchaser on or before the day of **19 97** and prior years and purchaser shall pay all taxes and assessments thereafter. Rents, insurance and interest on mortgage or contract indebtedness shall be prorated as of the date of closing.

7. Possession shall be delivered to purchaser on or before the day of **19 97** and prior years and purchaser shall pay all taxes and assessments thereafter. Rents, insurance and interest on mortgage or contract indebtedness shall be prorated as of the date of closing.

8. Time is of the essence of this agreement. This agreement is binding upon the heirs, executors, administrators, successors and assigns of each of the parties hereto. However, purchaser's rights herein are not assignable without seller's written consent.

9. Purchaser acknowledges necessary funds for F.H.A., V.A. or conventional appraisals and credit report may be disbursed from above earnest money received by agent. If financing is required purchaser agrees to make immediate application thereto, sign necessary papers, pay required costs, and exert best efforts to procure such financing.

10. V.A. Purchaser: It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised value established by the Veteran's Administration. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised value established by the Veteran's Administration.

11. F.H.A. Purchaser: In 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 purchaser shall not be obligated to complete the purchase of the property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the seller has delivered to the purchaser a written statement issued by the Federal Housing Commissioner setting forth the appraised value of the property for mortgage insurance purposes of not less than \$ **N/A** which statement the seller hereby agrees to deliver to the purchaser promptly after such appraised value statement is made available to the seller. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised value established by the Federal Housing Commissioner.

12. When required, the seller agrees to pay a mortgage discount not to exceed **(N/A %)** of the purchaser's proposed mortgage amount.

13. In the event financing is called for herein and said financing cannot be obtained, seller and agent agree to refund the balance of earnest money not used (see item 9).

14. Special provisions: **None**

Seller



GENERAL CONTRACTORS CONSTRUCTION COMPANY

DESIGNERS • BUILDERS • DEVELOPERS

March 14, 1997

Mr. Fredric Alley
City of Billings
Billings, MT

Dear Mr. Alley,

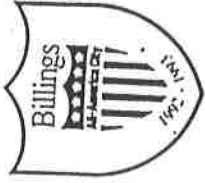
I would like to buy, from the City of Billings, 20 Lots in the South 27th Street Corridor. They are: Lots 1-4, 9-12, and 13-24 in Block 214, Original Town of Billings. This is the block directly North of the Women's Correctional Center.

We would redevelop this land by building a Department of Justice Building and lease it to the State of Montana. The primary occupants would be the Montana Highway Patrol and Motor Vehicle Licensing.

Enclosed are site plans, building elevations, and a copy of the lease. The State has approved the floor plans and the building plans are being drawn. We will be ready to start construction as soon as all revisions are done and the permits issued.

Yours truly,

Victor Reichenbach



CITY OF BILLINGS
COMMUNITY SERVICES DEPARTMENT

P.O. BOX 1178
BILLINGS, MT 59103
PHONE (406) 657-8281

FAX 657-8252
TDD 657-3047

March 10, 1997

Vic Reichenbach
General Contractors
Construction Company
P.O. Box 50503
Billings, MT 59105

Re: Sale of City Property
Lots 1-3, 9-12, & 13-24, Block 214, Original Town

Dear Vic:

This letter serves as confirmation that the City of Billings will sell the above referenced twenty 25x140 lots for \$2.00 a square foot subject to the following conditions.

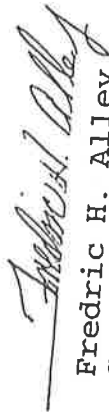
1. Sale of land shall be approved by the Billings City Council.
2. The approval of a building lease between you and the State of Montana providing for the leasing of a building on this site for State of Montana use.
3. The approval by the City of Billings for a construction permit of a building on this site to be leased to the State of Montana for its use.
4. Approval of a South 27th Street Development Permit by the City of Billings for the construction of a building on this site for lease to the State of Montana.
5. The City of Billings will provide for the removal of any old water services that were capped at the time the...

Vic Reichenbach
Sale of City Property
March 10, 1997

If you have any questions, please give me a call. Please remember the steps outlined in my January 29th letter to you. I suggest we confirm City Council's intent to sell the property sometime in late March or early April. Those two City Council Meetings will be March 24th and April 10th. I will be out of the office April 4-14th; however, we can still place the item on the April 10th agenda with some preplanning with City Administrator Mark Watson.

I look forward to finalizing the project. It has been difficult, to say the least, in developing a final development proposal with the State of Montana. In the end, it will definitely be an asset to the continued Development of the South 27th Street Corridor.

Sincerely,



Fredric H. Alley
Community Services Director
FHA/SW

C: Mark S. Watson, City Administrator
Jeff Bollman, Planner II
Garrett Bacon, State of Montana Leasing Officer