

Buy/Sell Agreement

Parties. The parties to this agreement are **Gabel Construction, Inc** and **Yellowstone County**, a political subdivision of the State of Montana.

Subject Property. The subject real property of this agreement is legally described below:

Government Lot 2, less Huntley Estates Subdivision, located in Section 30, Range 28 East, Township 2 North, and Tract 2, of Certificate of Survey No. 2498, filed on June 27, 1988, with the Yellowstone County Clerk and Recorder under document No. 1489089

and

Block 63 of the Original Plat of Huntley Townsite, located in Section 25, Range 27 East, Township 2 North, filed on February 5, 1917, with the Yellowstone County Clerk and Recorder under document No. 87410.

Purchase Price of Property. Yellowstone County agrees to pay Gabel Construction, Inc. Two Hundred Ninety-One Thousand Dollars (\$291,000) for purchase of the real property.

Possession. Gabel Construction, Inc. agrees to surrender the possession of the subject property upon the parties' mutual acceptance of the warranty deed, full payment in the amount of \$291,000, and the recording of the warranty deed.

Waiver and Exercising of Contingencies. All contingencies specified in this Agreement shall be deemed waived unless completed by the dates specified in this Agreement unless an extension is agreed to between the parties in writing. If a party exercises its option to terminate this Agreement based on a contingency within the time otherwise specified in this Agreement, the party so exercising the option to terminate must notify the other party, in writing, of the party's desire to exercise the option to terminate.

Warranty Deed. Gabel Construction, Inc shall provide Yellowstone County with a warranty deed for mutual acceptance and recording.

Inspection Contingency. Yellowstone County has conducted an inspection of the property and waives any further contingencies.

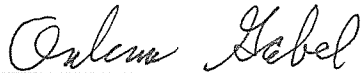
Title Contingency. Yellowstone County's purchase of the subject property is subject to Yellowstone County's approval and satisfaction of a preliminary title report. Yellowstone County's purchase of the subject property is further contingent on Gabel Construction, Inc. ability to provide title to Yellowstone County that is free from liens and encumbrances.

Taxes Prorated. The parties agree that all taxes due and owing on the property shall be prorated between the parties at the time of closing. Any Rural Special Improvement District or Special District assessments owed by Gabel Construction, Inc. in conjunction with the subject property shall be paid off at time of closing.

Water Rights. Any water rights associated or connected or running with the subject property shall be transferred to Yellowstone County at the time of closing. Gabel Construction, Inc. shall be responsible for filing any necessary documents to effectuate the transfer with the Montana Department of Natural Resources and Conservation.

Broker License Disclosure. The current Yellowstone County Clerk and Recorder, Jeff Martin, is a licensed real estate broker in the State of Montana. The Clerk and Recorder does not represent Gabel Construction, Inc. or Yellowstone County as a licensee in any way. The Clerk and Recorder's involvement with this transaction is simply the administrative duties of the elected office and the Secretary of the Board of County Commissioners.

Dated this 27th day of ^{November} ~~December~~ 2024.



Orlena Gabel
Gabel Construction, Inc., President

Dated this _____ day of December 2024.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

John Ostlund, Chair

Donald W. Jones, Member

Mark Morse, Member

ATTEST:

Jeff Martin, Clerk and Recorder