

Minutes of Fergus Co. Commissioners Business Meeting
September 16, 2020 – 2:00 p.m.
Fergus County Commissioners
712 W Main St., Suite 210
Lewistown, MT 59457

Present Commissioner Sandy Youngbauer, Commissioner Carl Seilstad, and Clerk & Recorder Rana Wichman. Commissioner Ross Butcher was absent. Public present: None

CALL TO ORDER:

Commissioner Youngbauer called the meeting to order at 2:00 p.m.

APPROVAL OF MINUTES:

Commissioner Youngbauer asked if there were any alterations or corrections to the September 10, 2020 minutes. Hearing none, she stated the minutes stand approved as presented and will be on file with the Clerk and Recorder and on the Fergus County Website.

PUBLIC COMMENT ON AGENDA ITEMS: None

PUBLIC HEARING: None

BID OPENINGS: None

PERSONNEL ANNOUNCEMENTS:

- 1) Road Department – Lead Mechanic – FT/Perm
- 2) Road Department – Crew Member – FT/Perm
- 3) County Attorney – Legal Assistant – FT/Perm
- 4) Weed Coordinator – FT/Perm

ANNOUNCEMENTS / REPORTS:

- 1) The Commissioners received a thank you note from Mike and Marti Vanek and family for their support of the Central Montana Fair.

DISCUSSION / ACTION ITEMS:

- 1) Denton Lots Buy/Sell Agreement: Commissioner Seilstad moved to approve the Denton Lot Buy/Sell Agreement. Commissioner Youngbauer seconded. Passed unanimously.

APPOINTMENTS:

- 1) Beaver Creek / Cottonwood Creek Rural Fire District – Eric McCollum: Commissioner Seilstad moved to appoint Eric McCollum to the Beaver Creek / Cottonwood Creek Rural Fire District Board. Commissioner Youngbauer seconded. Passed unanimously.

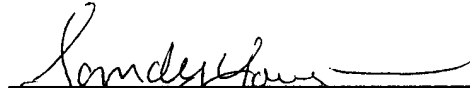
PUBLIC COMMENT: None

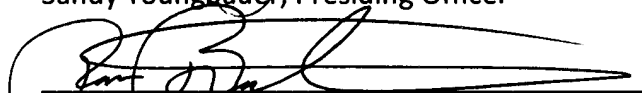
NEXT MEETING DATES:

September 25, 2020 Friday, 2:00 p.m.	Regular Business Meeting	Fergus County Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457
October 9, 2020 Friday, 2:00 p.m.	Regular Business Meeting	Fergus County Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457
October 21, 2020 Wednesday, 5:15 p.m.	Regular Business Meeting	Fergus County Commissioners 712 W Main St., Suite 210 Lewistown, MT 59457

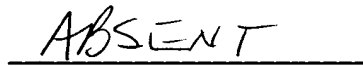
Reminder: Agenda items are due to the Commissioners 5 days prior to the meeting.
Meeting adjourned.

FERGUS COUNTY COMMISSIONERS:


Sandy Youngbauer, Presiding Officer


Ross Butcher, Commissioner

Attest:


Carl Seilstad, Commissioner


Rana J. Wichman, Clerk & Recorder



**BUY/SELL AGREEMENT
EXCHANGE OF DENTON LOTS 5, 6, 7, 8 OF BLOCK 2
FOR LOT 7 ON BLOCK 3**

This Buy/Sell Agreement is made this 16 day of September, 2020, by and between Virgil Gluth and Linda Gluth, 403 Green Street, Denton, Montana, 59430, herein referred to as the Seller; and Fergus County, herein referred to as the Buyer. The parties covenant and agree as follows:

1. Receiving Property. Buyer, Fergus County, hereby agrees to purchase, from Seller the following described real property:

PROPERTY A

A tract of land in Denton, Montanan, Section 16, Township 18 North, Range 14 East, M.P.M., Fergus County, Montana, more Particularly described as follows:

Lot 007 of Block 003, 150'x300ft.
Deed Reference Doc#119148, records of Fergus County,
MT.

In exchange the real property described above, Buyer, Fergus County, agrees to pay \$1,500 and to convey to Seller four (4) lots of real property valued at \$ 11,565⁰⁰ as described below:

PROPERTY B

Tracts of land in Denton, Montana, Section 16, Township 18 North, Range 14 East described as Block 002, Lot 005, Lot 006, Lot 007 and Lot 008.

Deed Reference Book 210, Page 795, and Book 210, Page 796 records of Fergus County, Montana.

2. Payment. Buyer, Fergus County, agrees to pay Seller Fifteen Hundred and No/100 Dollars (\$1500.00) and Property B as the purchase price for Property A. The full price shall be paid in cash or check at the sale closing.

3. Deed/Title Insurance/Closing: At closing, the properties will be exchanged by mutual Warranty Deeds. Buyer, Fergus County, shall provide and pay the costs of title insurance and recording/document preparation fees. A title policy for Property A and a title policy for Property B shall be prepared. The policies shall be evidence of title in the form of a purchaser's policy of title insurance acceptable to the parties issued by a title insurance company doing business in Fergus County, Montana. The title insurance policy premium/fee for the full purchase price shall be paid by Buyer, Fergus County, and shall

insure Buyer, Fergus County, on Property A and Seller on Property B is of a good and merchantable title in fee simple, free and clear of all encumbrances except those specifically set forth in this Agreement and except patent reservations, easements, and declarations of covenants, conditions, and restrictions apparent or of record. Any costs or fees incurred in clearing title issues or exceptions so that title is acceptable to the other party shall be covered by Buyer, Fergus County.

4. RECORDING & CLOSING FEES: Buyer, Fergus County, agrees to pay the cost of the title insurance. Buyer, Fergus County, further agrees to the closing costs, recording costs, and the water right transfer fees. Buyer, Fergus County, agrees to pay the attorney fees for preparing this agreement and any sales documents not prepared by the closing agent.

5. CONVEYANCE DOCUMENTS: As set forth above, Property A is being sold to Buyer, Fergus County, through a cash sale and transfer of Property B. In addition to the sales contract document, Sellers will sign requisite Warranty Deeds acceptable to Buyer, Fergus County, and Seller at closing. The parties will also execute all other required documents at closing.

6. CLOSING AGENT: The parties designate Realty Title Company of Lewistown, Montana, as closing agent.

The sale of this property shall close at the office of Realty Title on or before December 4, 2020. Possession of the property described herein shall be exchanged on the date of sale closing.

IF SELLER WISHES THE DEED FOR LOTS 005, 006, 007, 008 TO BE IN JOINT TENANCY, PLEASE PRINT "YES" IN THE FOLLOWING BLANK SPACE
_____.

7. Taxes/Possession. Property B to be transferred to Seller is property of Fergus County and, consequently, there will be no real property tax proration at the time of closing. The taxes due on Property A to be transferred to Buyer, Fergus County, shall be prorated for the year with Seller paying the prorated share up to the date of closing. Real estate taxes will accrue upon Property B beginning on the date of closing and shall become the responsibility of Seller. The Buyer and Seller shall have full possession of the respective property after closing, unless otherwise described in a writing attached hereto.

8. No warranties. Neither party makes any warranty or representation regarding the condition of the property, the status of its title, or whether or not the property has legal access. The parties are responsible for and must rely upon their independent investigation of these matters. To the best of Buyer's, Fergus County's, and Seller's knowledge, there are no adverse material facts, including any hazardous waste problems or environmental problems, known about the property, unless such are described in writing and attached hereto.

9. Non Discrimination. Neither Buyer, Fergus County, nor any of its officers, employees, or agents practice any form of discrimination on the basis of race, religion, sex, national origin, color, handicap, family status, marital status, age, or beliefs.

10. Time of the Essence. Time is of the essence of this Buy/Sell Agreement, and should the Buyer, Fergus County, fail or neglect to timely close this transaction, the Seller shall be entitle to pursuit of any and all legal remedies, including the remedy of forfeiture of all earnest money.

BINDING AGREEMENT: The terms and provisions herein shall be binding upon the heirs, personal representatives, and assigns of the parties hereto.

COMMITMENT: I/We agree to transfer the above-described property on the terms and conditions herein above stated.

SELLER:

Virgil Gluth Date 9-15-20
Virgil Gluth

Linda Gluth Date 9/15/20
Linda Gluth

COMMITMENT: I/We agree to transfer the above-described property on the terms and conditions herein above stated.

BUYER: FERGUS COUNTY, BY:

Sandy Youngbauer
Sandy Youngbauer, Fergus County Commissioner Chair